

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE 1 OF 95 PAGES			
2. CONTRACT NO.		3. SOLICITATION NO. DTRS57- 01- R- 20023		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED BID (RFP)		5. DATE ISSUED 07/24/2001		6. REQUISITION/PURCHASE NUMBER 33- 3793		
7. ISSUED BY U. S. DOT/RSPA/Vol pe Center 55 Broadway Kendall Square Cambridge, MA 02142				8. ADDRESS OFFER TO (If other than Item 7) Teresa Lee-Fierstein, DTS- 853						
NOTE : In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"										
SOLICITATION										
9. Sealed offers in original and <u>See L. 5</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until <u>3: 00 p. m. EDT</u> local time <u>08/29/2001</u> (Hour) (Date)										
CAUTION : LATE Submissions, Modifications and Withdrawals : See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.										
10. FOR INFORMATION CALL:		A. NAME TERESA LEE- FIERSTEIN		B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 617 494- 3830			C. E-MAIL ADDRESS LEE FIERSTE@VOLPE. DOT. GOV			
11. TABLE OF CONTENTS										
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION		PAGE(S)	
PART I - THE SCHEDULE					PART II - CONTRACT CLAUSES					
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM			<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COST			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.					
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT			<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS			
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING			PART IV - REPRESENTATIONS AND INSTRUCTIONS					
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE			<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS			
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE			<input checked="" type="checkbox"/>	L	INSTR., CONDS., AND NOTICES TO OFFERORS			
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA			<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD			
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS								
OFFER (Must be fully completed by offeror)										
NOTE : Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.										
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.										
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)		10 CALENDAR DAYS %		20 CALENDAR DAYS %		30 CALENDAR DAYS %		CALENDAR DAYS %		
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.		DATE		AMENDMENT NO.		DATE		
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE		18. OFFER DATE				
AREA CODE	NUMBER	EXT.								
AWARD (To be completed by government)										
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION						
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION : <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM			
24. ADMINISTERED BY (If other than item 7)				CODE		25. PAYMENT WILL BE MADE BY			CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)			28. AWARD DATE			

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

REF.NO. OF DOC. BEING CONT'D.
DTRS57- 01- R- 20023

PAGE	OF	PAGES
2		95

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	Ship To: VOLPE CENTER FOB: Destination Period of Performance: 10/01/2001 to 10/01/2006				
0001	Fire Life Safety Program Engineering Services				
0001B	Cost Plus Fixed Fee - Completion Type				
0001A	Firm Fixed Price				
0001C	Cost Plus Fixed Fee - Term Type				

TABLE OF CONTENTS

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS.....	5
B.1 CONTRACT TYPE.....	5
B.2 CONTRACT LIMITATIONS (MAY 1999).....	5
B.3 CONTRACT SCOPE (May 1999).....	5
B.4 CONTRACT LINE ITEMS.....	6
B.5 TOTAL ESTIMATED COST AND FIXED FEE (DEC 1998).....	6
SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT.....	7
C.1 BACKGROUND.....	7
C.2 SCOPE OF WORK.....	7
SECTION D - PACKAGING AND MARKING.....	12
D.1 PACKAGING (May 1999).....	12
D.2 MARKING (May 1999).....	12
SECTION E - INSPECTION AND ACCEPTANCE.....	13
E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	13
E.2 GOVERNMENT REVIEW AND ACCEPTANCE (May 1999).....	13
SECTION F - DELIVERIES OR PERFORMANCE.....	14
F.1 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	14
F.2 PERFORMANCE PERIOD (MAY 1999).....	14
F.3 CONTRACT PROGRESS REPORT (MAY 1999).....	14
F.4 MONTHLY TASK ORDER PROGRESS REPORTS (MAY 1999).....	15
F.5 MONTHLY TASK ORDER COST REPORTS (MAY 1999).....	16
F.6 TECHNICAL REPORTS - TASK ORDER CONTRACTS (SEP 1999).....	16
F.7 REPORTS OF WORK - REPORT DISTRIBUTION (MAY 1999).....	16
F.8 RIGHTS IN DATA (DEC 1998).....	17
F.9 WARRANTIES (MAY 1999).....	17
F.10 LICENSES (SEP 1999).....	17
SECTION G - CONTRACT ADMINISTRATION DATA.....	18
G.1 1252.242-73 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (OCT 1994).....	18
G.2 RESPONSIBILITY FOR CONTRACT ADMINISTRATION (DEC 1998).....	18
G.3 ORDERING (MAY 1999).....	19
G.4 ACCOUNTING AND APPROPRIATION DATA (MAY 1999).....	20
G.5 INCREMENTAL FUNDING OF TASK ORDERS (DEC 1998).....	20
G.6 PAYMENT AND CONSIDERATION - COST-PLUS-FIXED-FEE (MAY 1999).....	21
G.7 PAYMENTS UNDER COST REIMBURSEMENT CONTRACTS (MAY 1999).....	21
G.8 PAYMENT OF FEE - COST-PLUS-FIXED-FEE (MAY 1999).....	23
G.9 PERFORMANCE EVALUATIONS.....	24
G.10 VOUCHER REVIEW (MAY 1999).....	24
G.11 COST ACCOUNTING SYSTEMS (MAY 1999).....	24
G.12 TECHNICAL DIRECTION.....	25
G.13 TRAVEL AND PER DIEM.....	26
SECTION H - SPECIAL CONTRACT REQUIREMENTS.....	27
H.1 NON-PERSONAL SERVICES (DEC 1998).....	27
H.2 GPO PRINTING REQUIREMENT (DEC 1998).....	27
H.3 ISSUANCE OF TASK ORDERS (MAY 1999).....	27
H.4 SALES TAX EXEMPTION - (SEP 1999).....	28
H.5 INCIDENTAL HARDWARE/SOFTWARE AND WARRANTIES (JUL 2001).....	28
H.6 LEVEL OF EFFORT NOTIFICATION (DEC 1998).....	28
H.7 HANDLING OF DATA - (MAY 1999).....	29
H.8 TECHNOLOGY UPGRADES/REFRESHMENTS (DEC 1998).....	30
H.9 MAXIMUM FEE/PROFIT (SEP 1999).....	32
H.10 SUBCONTRACT APPROVAL (DEC 1998).....	32
H.11 SEAT BELT USE POLICIES AND PROGRAMS (APR 2000).....	33
H.12 TASK ORDER LIMITATIONS (DEC 1998).....	33
H.13 TASK ORDER CONFLICT OF INTEREST DISCLOSURE REQUIREMENTS.....	33

H.14	INSURANCE (DEC 1998).....	34
	SECTION I - CONTRACT CLAUSES.....	35
I.1	52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	35
I.2	52.204-1 APPROVAL OF CONTRACT (DEC 1989).....	38
I.3	52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997).....	38
I.4	52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2001).....	39
I.5	TAR 1252.215-70 KEY PERSONNEL AND/OR FACILITIES (OCT 1994).....	40
I.6	TAR 1252.242-72.....DISSEMINATION OF CONTRACT INFORMATION (OCT 1994)	40
I.7	TAR 1252.209-70.....DISCLOSURE OF CONFLICTS OF INTEREST (OCT 1994)	40
I.8	ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY (JUL 2001).....	41
	SECTION J - LIST OF ATTACHMENTS.....	42
	SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	
	OR QUOTERS.....	43
K.1	SIGNATURE (MAY 1999).....	43
K.2	PROVISION AND CLAUSE INCORPORATED BY REFERENCE.....	43
K.3	52.204-3 TAXPAYER IDENTIFICATION. (OCT 1998).....	43
K.4	52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999). 44	
K.5	52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED	
	DEBARMENT, AND OTHER RESPONSIBILITY MATTERS. (JAN 2001).....	45
K.6	52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS. (MAY 2001).....	46
K.7	52.219-22 SMALL DISADVANTAGED BUSINESS STATUS. (OCT 1999).....	48
K.8	52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS. (FEB 1999).....	49
K.9	52.222-25 AFFIRMATIVE ACTION COMPLIANCE. (APR 1984).....	49
K.10	52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING. (OCT 1996)	
	50
K.11	52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN	
	2000).....	50
	SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS...	54
L.1	FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB	
	1998).....	54
L.2	52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER	
	THAN COST OR PRICING DATA (OCT 1997) ALTERNATE IV (OCTOBER 1997).....	54
L.3	52.216-1 TYPE OF CONTRACT. (APR 1984).....	54
L.4	52.233-2 SERVICE OF PROTEST. (AUG 1996).....	54
L.5	GENERAL INSTRUCTIONS.....	55
L.6	TECHNICAL PROPOSAL INSTRUCTIONS - VOLUMES I AND II.....	56
L.7	COST/BUSINESS PROPOSAL INSTRUCTIONS - VOLUME III.....	65
PART 1	DETAILED INSTRUCTIONS.....	67
PART 2	EXPLANATION OF COST/BUSINESS PROPOSAL CHECKLIST AND SCHEDULES.....	72
PART 3	CHECKLIST AND SCHEDULES.....	73
	SECTION M - EVALUATION FACTORS FOR AWARD.....	84
M.1	GENERAL.....	84
M.2	TECHNICAL PROPOSAL EVALUATION.....	84
M.3	COST/BUSINESS PROPOSAL EVALUATION.....	86
ATTACHMENT J.1	PERSONNEL REQUIREMENTS.....	87
ATTACHMENT J.2	PAST PERFORMANCE EVALUATION FORM.....	89

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 CONTRACT TYPE

A. This is an indefinite delivery/indefinite quantity (IDIQ) task order contract. Requirements will be placed under this contract through the issuance of task orders.

B. Due to the variety of services required under the contract and the circumstances that affect their duration and definition, task orders may be issued on a firm fixed price (FFP), cost-plus-fixed-fee (CPFF) completion, or cost-plus-fixed-fee (CPFF) term basis at the Contracting Officer's discretion based on the guidelines provided in Part 16 of the Federal Acquisition Regulations. Performance-based task orders will be used to the maximum extent practicable.

C. Individual cost-plus-fixed-fee task orders will be issued on a completion type basis pursuant to FAR 16.306 whenever possible. If a completion type task order is not appropriate, a term type task order may be issued, pursuant to FAR 16.306(d)(2).

D. The Contract Line Item Number (CLIN) structure provided in Section B.4 below establishes a CLIN for the three contract type/pricing methods available for use under this contract. Because using a particular contract type/pricing methodology requires terms and conditions specific to that use, this contract includes terms and conditions covering FFP, CPFF completion, and CPFF term tasks. A task will be issued in only one type, and individual task orders will contain and be governed by only those clauses applicable to the contract type/pricing methodology chosen for that task. In general, these terms and conditions are clear on their face with regard to applicability. However, where applicability is unclear, the contract clauses that apply only to a certain type of contract will be identified.

B.2 CONTRACT LIMITATIONS (MAY 1999)

A. Maximum Contract Value: The value of all task orders placed under this contract shall not exceed \$4,995,000.00.

B. Minimum Guarantee: The guaranteed minimum is a single task of at least \$25,000.00 for this contract.

B.3 CONTRACT SCOPE (May 1999)

The Contractor, acting as an independent Contractor and not as an agent of the Government, shall furnish all personnel, facilities, support, and management necessary to provide the services required under this contract and its subsidiary task orders. The scope of this effort is defined in Section C - DESCRIPTION/ SPECIFICATION/ WORK STATEMENT, also referred to as the Statement of Work (SOW). Specific requirements will be stated in individual task orders.

B.4 CONTRACT LINE ITEMS

CLIN

0001 Fire Life Safety Program Engineering Services in accordance with the terms and conditions of the contract types set forth below:

0001A Firm Fixed Price

0001B Cost Plus Fixed Fee - Completion Type

0001C Cost Plus Fixed Fee - Term Type

B.5 TOTAL ESTIMATED COST AND FIXED FEE (DEC 1998)

Provide the necessary personnel, facilities, services, equipment and materials to perform those activities which are specified under Section C - DESCRIPTION/ SPECIFICATION/ WORK STATEMENT. This includes reports and other products.

Total Estimated Cost	\$	*	_____	*
Fixed Fee	\$	*	_____	*
Total CPFF	\$	*	_____	*

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Statement of Work

C.1 BACKGROUND

The United States Department of Transportation, Volpe National Transportation Systems Center (Volpe Center) has been providing fire safety expertise to various sponsors in areas related to Transportation Vehicles and Facilities. As a result of increased demands at the Volpe Center in the area of fire safety, the Volpe Center is expanding its expertise with contracted support services in all aspects of the Fire Protection Engineering discipline.

In support of the Federal Aviation Administration (FAA) Environmental, Energy and Safety Division (AFZ-800), the Volpe Center has been providing fire protection engineering expertise for the Fire Life Safety Program (FLSP). The FLSP's prime objective is to ensure that all FAA owned and/or operated Airport Traffic Control Towers (ATCTs) are in compliance with 29 CFR 1960.20 - the Alternate Standard for Fire Life Safety in Airport Traffic Control Towers, which was established cooperatively with FAA, Office of the Secretary of Transportation and the Occupational Safety and Health Administration (OSHA). In addition, the FLSP may provide fire safety support and guidance for other FAA facilities throughout the National Regions, such as Air Route Traffic Control Centers (ARTCCS), Terminal Radar Approach Control Facilities (TRACONS), Flight Service Stations and other facilities.

In support of the U.S. Army Tank-automotive and Armaments Command (TACOM), Transportation Systems Management Office, the Volpe Center provides fire safety support for the watercraft community. The Volpe Center manages a program to replace Halon 1301 onboard their watercraft fleet with FM-200 fire extinguishing systems and water spray systems. Future fire safety support needs may involve engineering design changes, clean agent flow calculation reports, and regulatory/fire safety assessments.

In support of the Federal Railroad Administration and the Federal Transit Administration, the Volpe Center is managing a research program that includes the evaluation of material fire performance applying fire analysis techniques using computer models.

C.2 SCOPE OF WORK

As a result of the Volpe Center's existing and projected work in fire safety, it is anticipated that a significant amount of work will be involved in supporting fire life safety improvements to airport facilities. Additionally, there may be some fire safety support work required for transportation vehicle fire safety; particularly the installation efforts of clean agent fire suppression systems onboard watercraft, involving reviews by Registered Professional Engineers of engineering design changes, and providing revised flow calculation reports; and supporting rail car materials fire performance efforts.

The Volpe Center's anticipated support needs are in the following functional areas:

1. Codes and standards compliance evaluations;
2. Fire protection systems design/engineering support;
3. Fire modeling/design flow analysis;
4. Test and evaluations;
5. Risk assessments/hazard analysis;
6. Policy and code evaluations/ equivalency determinations;
7. Training development and implementation;
8. Field construction engineering support; and
9. Emergency preparedness planning.

C.2.1 Codes and Standards Compliance Evaluations.

The Contractor shall provide labor and materials associated with fire protection consulting services in the areas of Fire Life Safety code and standards compliance evaluations. Codes, such as, the National Fire Protection Association, Occupational Safety and Health Administration, and Code of Federal Regulations, identified as applicable to a specific compliance evaluation, shall be used during the conduct of the on-site compliance evaluation. The Volpe Center Contracting Officer's Technical Representative (COTR) will review and approve applicable codes/policy/standards to be applied to a specific facility/transportation vehicle in consultation with the Contractor's recommendations. Compliance evaluations shall assess the facility/vehicles fire safety system and will include items such as, passive and active systems, egress requirements, fire barriers, penetrations, materials, hazards, smoke detection and alerting systems, smoke control, fire suppression systems, emergency procedures, etc. Compliant and non-compliant issues shall be identified, along with recommendations and cost estimates for compliance. In addition, tasking may require management of fire protection data due to the high volume of anticipated data collection. Written reports documenting each compliance evaluation of a specific site may, at a minimum shall include, title page, executive summary, table of contents, purpose, applicable codes/standards, description of site (including pictures), standardized/systematic evaluation of site, issues identified, descriptions/color pictures, recommended repair alternatives (including cost estimates), prioritized fixes (including rationales), and a matrix presenting overall findings for that particular site, along with appropriate references.

Deliverables: Specific deliverables will be identified in the individual Task Orders.

C.2.2 Fire Protection Systems Design/Engineering Support.

The Contractor shall provide labor and materials associated with fire protection engineering services, as requested, in the areas listed below:

- Specification development
- Conceptual and Engineering designs
- Design drawing development
- Design reviews
- Registered Fire Protection Engineering review and approvals (PE Stamp/fire protection)

- Subject matter expertise on: fire and smoke behavior, very early smoke detection systems, and fire investigation.
- On call support to provide fire safety expertise, as necessary.

Deliverables: Specific deliverables will be identified in the individual Task Orders.

C.2.3 Fire Modeling and Design Flow Analysis.

The Contractor shall provide labor and materials associated with applying fire science principles and theory in the development and/or application of computer models to address such subjects, but not limited to, fire hazard evaluations, material fire performance, including smoke and heat movement, egress, fire growth and spread, detection, and fire suppression, etc. Models may be developed and/or applied to support policy or regulatory decisions, equivalency determinations, or engineering rationales in support of fire safety system upgrades to both facilities and transportation vehicles. In addition, the Contractor shall have the capability to perform hydraulic flow calculations to support such work as water mist and automatic sprinkler designs, and clean agent gaseous suppression systems.

Deliverables: Specific deliverables will be identified in the individual Task Orders.

C.2.4 Test and Evaluations.

The Contractor shall provide labor and materials associated with providing test and evaluations in the discipline of fire protection engineering. This may include developing fire test procedures associated with materials or systems, research and development, small scale/full scale tests, field installation test procedures, maintenance and inspection procedures, functional test procedures, troubleshooting procedures, operator tests and evaluations, emergency response evaluations, etc. The goal is to provide test and evaluation plans, procedures, and reports, field or laboratory tests, to ensure the reliability and quality of the fire systems, subsystems, or procedures are meeting the desired objectives.

Deliverables: Specific deliverables will be identified in the individual Task Orders.

C.2.5 Risk Assessments/Hazard Analysis.

The Contractor shall provide labor and materials to perform Risk Assessments to evaluate fire safety systems. The Contractor shall use Mil-Std-882 Standard Practices for Systems Safety Program Requirements as a guide. The Risk Assessment process shall evaluate individual project/task objectives, substantiate risk assessment methodology to be applied, perform risk assessments, evaluate, categorize, provide recommendations and findings. The Contractor shall evaluate and classify individual hazards, as appropriate, and develop recommendations for mitigating fire risks to occupants. MIL-STD-882 is available through www.denix.osd.mil/denix/Public/ES-Programs/Force/Safety/Reports/882C.html. Written reports documenting Risk

Assessment findings of a specific site or transportation vehicle may, at a minimum include, title page, executive summary, table of contents, purpose and scope, risk assessment methodology, pre-existing and new conditions, hazard assessments, improvements, other items of interest, conclusions and recommendations, matrixes, figures, tables, references and appendices, as appropriate.

Deliverables: Specific deliverables will be identified in the individual Task Orders.

C.2.6 Policy and Code Evaluations/ Equivalency Determinations.

The Contractor shall provide the labor and materials for codes and standards evaluations and interpretations, and evaluations of Regulatory/Authority-having-Jurisdiction (AHJ) requirements to determine compliance requirements and/or equivalencies. Task requirements may include engineering services to identify federal, state, and local regulations applicable to a specific facility or transportation vehicle for the purpose of evaluating fire safety systems, proposing/determining equivalencies, as appropriate, or to support system retrofits and/or new construction phases of a project. The Contractor shall attend AHJ/Regulatory and/or Sponsor-initiated meetings as a technical subject matter expert, as requested to provide technical guidance during policy and standards development, or provide technical guidance during meetings, conferences, symposiums, or program reviews. The Contractor shall assist as a technical advisor in the development of internal policies and procedures to be disseminated at a National level. This may require soliciting information from Headquarters, Regional, Resident or Safety Engineers, bargaining units, or AHJ's, or attending Committee or Working Group Meetings.

Deliverables: Specific deliverables will be identified in the individual Task Orders.

C.2.7 Training Development and Implementation.

The Contractor shall provide labor and materials to support training development and implementation. Training requirements shall encompass all aspects of the fire safety system, such as fire safety compliance, codes and policy reviews, fire protection passive/active systems, hazards identification, life cycle maintenance, emergency procedures, recognition of code violations, standard designs and specifications, Quality Assurance/Quality Control procedures, with the end goal of standardization, code compliance, employee awareness and meeting fire safety program goals. Training typically involves emergency operating procedures, life cycle inspection and maintenance, and engineer or operator training. Additional training needs will be identified as various projects progress in order to meet the overall objectives of the fire safety programs. As new training needs are identified, the Contractor shall provide training support in the areas of course development, training aides, course implementation, instruction, and feedback to further enhance the training modules. Novel training techniques, such as web based or interactive personal computer (PC) - based training may be employed.

Deliverables: Specific deliverables will be identified in the individual Task Orders.

C.2.8 Field Construction Engineering Support.

The Contractor shall provide labor and materials to assist the Volpe Center with field construction engineering support throughout the United States. Services shall involve evaluating various construction installations (facilities and transportation vehicles) for proper adherence to subject codes, policy and good engineering practices. The Contractor shall also support field construction oversight (advisory role) in the area of fire protection engineering to Government representatives at key milestones during a construction phase. This is to support compliance to design specifications, standards and drawings, evaluate and/or develop engineering modifications, and provide technical assistance to the Government Contractor Technical Representatives/Site Resident Engineers. In addition, the Contractor may be requested to provide technical assistance during any significant engineering defects/troubleshooting/repair issues.

Deliverables: Specific deliverables will be identified in the individual Task Orders.

C.2.9 Emergency Preparedness Planning.

The Contractor shall provide labor and materials to develop emergency plans and procedures for the user communities in the areas of fire emergency responses, emergency assignments, and development of appropriate instructions/procedures, as necessary. Individual assignments shall include detailed instruction on skills and knowledge necessary to communicate emergencies, perform emergency procedures, operate fire fighting systems, and conduct orderly egress, if necessary due to fire threats. The Contractor shall assist with identifying all appropriate emergency equipment requirements, signage, and train users on proper responses during an emergency, including fire systems capabilities and fire hazards. Types of training may include response to smoke detection system activation alarms, use of emergency escape breathing devices, operation of hand-held fire extinguishers, start-up and monitoring of emergency diesel generators, communication procedures, emergency egress, identification and reporting procedures of fire hazards such as improper storage of materials/liquids, etc.

Deliverables: Specific deliverables will be identified in the individual Task Orders.

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING (May 1999)

The Contractor shall ensure that all items are preserved, packaged, packed, and marked in accordance with best commercial practices to meet the packing requirements of the carrier and ensure safe delivery at destination.

D.2 MARKING (May 1999)

All items submitted to the Government shall be clearly marked as follows:

- A. NAME OF CONTRACTOR;
- B. CONTRACT NUMBER;
- C. TASK ORDER NUMBER; (If Applicable)
- D. DESCRIPTION OF ITEMS CONTAINED THEREIN;
- E. CONSIGNEE'S NAME AND ADDRESS; and
- F. If applicable, packages containing software or other magnetic media shall be marked on external containers with a notice reading substantially as follows: "CAUTION: SOFTWARE/MAGNETIC MEDIA ENCLOSED. DO NOT EXPOSE TO HEAT OR MAGNETIC FIELDS".

SECTION E - INSPECTION AND ACCEPTANCE

E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses, by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this /these address(es):

<http://www.dot.gov/ost/m60/tamtar>
<http://farsite.hill.af.mil/vffar.htm>
<http://www.arnet.gov/far>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.246-4 Inspection of Services - Fixed-Price. AUG 1996
52.246-5 Inspection of Services - Cost-Reimbursement. APR 1984
52.246-16 Responsibility for Supplies. APR 1984

E.2 GOVERNMENT REVIEW AND ACCEPTANCE (May 1999)

A. Technical inspection and acceptance of all work, performance, reports, and other deliverables under this contract shall be performed at the location specified in an individual task order. The task order shall also designate the individual responsible for inspection and acceptance, as well as the basis for acceptance. Task order deliverable items Rejected shall be corrected in accordance with the applicable clauses.

B. Unless otherwise stated in the individual task order, the Government requires a period not to exceed thirty (30) days after receipt of the final deliverable item(s) for inspection and acceptance or rejection. Final acceptance rests with the Contracting Officer or designee.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.242-15 Stop-Work Order. AUG 1989 Alternate I APR 1984
52.247-34 F.o.b. Destination. NOV 1991

F.2 PERFORMANCE PERIOD (MAY 1999)

A. This contract shall become effective on 10/01/2001 or on the date of the contract award, whichever is later. The ordering period is five (5) years from the effective date of the contract. Also see the clause in Section I entitled, Ordering (FAR 52.216-18).

B. The performance period shall continue until the date specified in the clause in Section I entitled Indefinite Quantity (FAR 52.216-22).

C. Individual task orders will specify a beginning date (OF 347, Block 1) and an ending date (Section F therein). Costs incurred prior to the beginning date or after the ending date shall not be directly allowable without the written consent of the Contracting Officer (modification).

F.3 CONTRACT PROGRESS REPORT (MAY 1999)

A. The Contractor shall provide monthly overall progress reports. The progress reports shall be provided to the Contracting Officer or her designee not later than the 15th of each month. The reports shall be submitted in a designated format. The Government may require submission of reports electronically in a format to be specified.

B. The monthly progress reports shall address all activity under the contract through the last day of the previous month.

C. The monthly progress report shall contain the following information:

(1) A listing of all new task orders accepted for the preceding month, including, for each:

- a. Task order number and date of issuance;
- b. Brief description of work covered by task order;
- c. Amount obligated under task order;
- d. Total potential task order amount (including options);
- e. Key milestones (including date of first and last deliverable);
- f. Subcontractor information, if applicable (including name(s), classification of subcontractor (i.e., small, disadvantaged, large, etc.), type of effort being performed, estimated amount/percentage of work to be done by subcontractor(s));

- g. Type of task order (i.e., FFP or CPFF); and
- h. Key personnel assigned to task order, including prime Contractor contact point and phone number for task order.

(2) A listing of all ongoing task orders (excluding those from paragraph (1) above) including:

- a. Task order number and date of issuance;
- b. Any modifications to the task order;
- c. Summary of dollars expended to date per task order;
- d. Estimated percentage of work yet to be completed on the task order;
- e. Progress in meeting subcontracting goals and performance measures under the task order (if applicable); and
- f. Any updates/revisions to the information provided under Paragraph (c)(1) of this clause.

(3) A listing of all completed task orders, including:

- a. Task order number and date of issuance;
- b. Number and value of modifications issued for the task order;
- c. Completion date of task order and whether or not inspection and acceptance has been performed by Government;
- d. Total dollar amount of task order, including modifications;
- e. Success/failure in meeting subcontracting goals and performance measures under the task order (if applicable);
- f. Any updates/revisions to the information provided under Paragraph (C)(1) or (C)(2) of this clause; and
- g. Status of performance evaluation comments.

(4) Significant findings, problems, delays, events, trends, etc. during the reporting period which result from or affect the performance of any task order and any perceived problems which affect the base contract.

D. The data required in paragraphs A. through C. above, along with other relevant information required, shall be subject to inclusion in a past performance database developed and maintained by the Government.

F.4 MONTHLY TASK ORDER PROGRESS REPORTS (MAY 1999)

A monthly progress report shall be submitted for all ongoing task orders. The Volpe Center may require that the report be submitted in a designated format. At a minimum, the report will cover the following items:

A. The work performed during the previous month.

B. Significant findings, problems, delays, events, trends, etc. during the reporting period which result from or affect the performance of the task order.

C. Detailed technical description of the work planned for the next reporting period.

D. Specific action requested of the Government to assist in the resolution of a problem or to effect the timely progression of the task order.

E. An up-to-date schedule of the work performed and work to be performed under the task order. A chart shall be presented reflecting planned project accomplishments versus actual accomplishments in terms of time.

F.5 MONTHLY TASK ORDER COST REPORTS (MAY 1999)

Monthly cost reports will be submitted by the Contractor, except for fixed price tasks, setting forth monthly and cumulative (1) direct labor hours by categories as set forth in the task including subcontract hours, and (2) elements of cost by direct loaded labor dollars, subcontracts, and other direct costs, etc., which have been incurred and/or committed. Proprietary rate information should not be disclosed. The costs that have been committed but are unpaid to date will be noted. Where cumulative amounts on the monthly reports differ from the aggregate amounts contained in the request(s) for contract financing payments covering the same period, the Contractor must provide a reconciliation of the difference as part of the monthly report. In these reports, the Contractor shall also make its current assessment of completing the remaining work within the remaining funds. A graph shall be prepared by the Contractor using the vertical axis for dollars and the horizontal axis for time that shows actual and projected rates of expenditures for the Task Order. THE SUBMISSION OF THESE REPORTS DOES NOT RELIEVE THE CONTRACTOR OF ITS RESPONSIBILITY UNDER THE LIMITATION OF COSTS OR FUNDS CLAUSES, APPLICABLE TO EACH TASK ORDER AND IDENTIFIED IN SECTION I OF THIS CONTRACT. The Volpe Center may require that the report be submitted in a designated format.

F.6 TECHNICAL REPORTS - TASK ORDER CONTRACTS (SEP 1999)

Task orders that identify technical reports as a deliverable will culminate in one of two types: letter type or technical. The letter type will be used primarily for smaller tasks such as data validation, field support, task planning documents, literature searches, analysis plans, conference planning documents, and schedules. A formal technical report may be required for major tasks, such as compliance evaluations, risk assessments, technical data packages, etc., and may include earlier letter type reports as subsections. The task order will specify the type of reports as well as the formatting and the number of copies required. The reports submitted shall be subject to review and approval by the Volpe Center Contracting Officer's Technical Representative (COTR) or Task Order COTR and, if necessary, will be modified and resubmitted. The Contractor shall submit a final report incorporating the COTR's comments on the draft final report. The number and delivery schedule will be specified in each task order. Most final reports shall be submitted on disks and in hard copy in a format specified in the task order.

F.7 REPORTS OF WORK - REPORT DISTRIBUTION (MAY 1999)

Nothing set forth herein regarding number of copies shall be construed as authority to disregard the provisions of the clause of this contract entitled "GPO PRINTING REQUIREMENT".

A. Contract Progress Report:

- 1 copy Contracting Officer (CO) or Administrative Contracting Officer(ACO)
- 1 copy Contracting Officer's Technical Representative (COTR)

B. Monthly Task Order Progress Reports:

- 1 copy CO/ACO
- 1 copy COTR
- 1 copy task order COTR (as applicable)

C. Monthly Task Order Cost Reports:

- 1 copy CO/ACO
- 1 copy COTR
- 1 copy task order COTR (as applicable)

D. Technical Reports

The number of copies and recipients will be determined in each task order. The Contractor shall provide a copy of the cover letter transmitting final submission of technical deliverables to the designated ACO.

F.8 RIGHTS IN DATA (DEC 1998)

All data first produced in the performance of this contract, including software, shall be delivered with unlimited Government rights, unless otherwise agreed to in writing by the Contracting Officer when granting permission to establish claim to copyright as required by FAR 52.227-14(c).

F.9 WARRANTIES (MAY 1999)

With respect to equipment or supplies acquired under this contract, title of which will pass to the Government, the Contractor shall ensure that any warranties, together with rights to replacement, service, or technical assistance, shall run to or automatically be assigned to the Government.

F.10 LICENSES (SEP 1999)

With respect to any computer software, databases or other licensed product, acquired for use by to the Government, the Contractor shall ensure that the license, together with any associated rights, shall run to or automatically be assigned to the Government.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 1252.242-73 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (OCT 1994)

A. The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review and/or inspection and acceptance of supplies and services, including construction and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the Contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

B. The Contracting Officer cannot authorize the COTR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer.

G.2 RESPONSIBILITY FOR CONTRACT ADMINISTRATION (DEC 1998)

Contracting Officer: The Contracting Officer (CO) has the overall responsibility for this contract. The CO alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. However, the CO may delegate certain other responsibilities to his/her authorized representatives.

Administrative Contracting Officer: An Administrative Contracting Officer (ACO) may be designated by the Contracting Officer. The duties of an ACO include but are not limited to: analyzing and making recommendations on the Contractor's proposals, offers, or quotations upon request of the Contracting Officer and approving Contractor's invoices in accordance with the terms of the contract.

Contracting Officer's Technical Representative: A Contracting Officer's Technical Representative (COTR) will be designated by the Contracting Officer. The responsibilities of the COTR include but are not limited to: inspecting and monitoring the Contractor's work; determining the adequacy of performance by the Contractor in accordance with the terms and conditions of this contract; acting as the Government's representative in charge of work at the site to ensure compliance with contract requirements in so far as the work is concerned; and advising the Contracting Officer of any factors which may cause delay in performance of the work. The COTR does not have the authority to make new assignments of work or to issue directions that cause an increase or decrease in the price of this contract or otherwise affect any other contract terms.

Task Order Contracting Officer's Technical Representative:

The Contracting Officer may designate a Task Order Contracting Officer's Technical Representative (TOCOTR). The TOCOTR will perform the duties of the COTR in connection with the technical oversight of an individual task order.

The Contracting Officer, Administrative Contracting Officer, and Technical Representatives are located at:

DOT/RSPA/VOLPE CENTER
55 BROADWAY, KENDALL SQUARE
CAMBRIDGE, MA 02142-1093

G.3 ORDERING (MAY 1999)

A. A written cost proposal will always be required for all task orders to be issued under this contract. The cost proposal shall include detailed cost/price for all resources required to accomplish the task, (i.e. labor hours, rates, travel, incidental equipment, etc.). Proposals submitted for cost type task orders will be based on average category rates or current salary rates (whichever method the Offeror customarily uses), as indicated by the Contractor's or the subcontractor's current payroll data, and the current provisional indirect rates, as indicated by the latest indirect rate negotiation from the cognizant auditor of the Contractor. Offerors shall provide current, up-to-date copies of the negotiated provisional indirect rates for the Contractor and any subcontractors with their offers for individual task orders unless this information has previously been provided to the Contracting Officer. Offerors shall also provide an explanation of any significant difference (10% or more) between any labor rate proposed and the rate proposed under the base contract. Any significant difference between the ratio of administrative hours to professional hours proposed for the task order versus the ratio of administrative hours proposed to professional hours for the base contract must be explained. Any significant inconsistency between the type and amount of other direct costs (ODCs) proposed for the task and the type and amount of ODCs proposed under the base contract must also be justified. Both "sanitized" and "unsanitized" cost proposals will be required. "Unsanitized" cost proposals are complete cost proposals which include all required information. "Sanitized" cost proposals shall exclude all company proprietary or sensitive data, but must include a breakdown of the total labor hours proposed and a breakout of the types and associated costs of all proposed ODCs.

B. The Government will order any supplies and services to be furnished under this contract by issuing by mail, facsimile, or electronically task orders on Optional Form 347 or an agency prescribed form. In addition to the Contracting Officer, the following individuals are authorized ordering officers: Designated Administrative Contracting Officers.

C. A Standard Form 30 will be used to modify task orders.

D. An authorized representative of the Contractor shall acknowledge receipt of each task order within three (3) calendar days.

E. Each task order issued may incorporate the Contractor's technical and/or cost proposals and will include an estimated cost and fixed fee or a total fixed price in the case of a fixed price task order set forth as a ceiling price as applicable. If the task order is incrementally funded, the amount available for payment and allotted to the task will also be specified. The Limitation of Funds and/or the Limitation of Cost clauses will control notification requirements when the Contractor has reason to believe it will experience an overrun of the estimated cost or allocated funds specified in a cost reimbursable type task order.

F. Under no circumstances will the Contractor start work prior to the issue date of the task order unless specifically authorized to do so by the ordering officer. Any work commenced prior to the date of authorization or task issuance will be considered unauthorized and will not be subsequently ratified

G.4 ACCOUNTING AND APPROPRIATION DATA (MAY 1999)

Each individual task order shall specify the Accounting and Appropriation Data from which payment shall be made.

G.5 INCREMENTAL FUNDING OF TASK ORDERS (DEC 1998)

Pursuant to FAR 52.232-22, Limitation of Funds (APR 1984), incorporated by reference herein, task orders issued under this contract may be incrementally funded.

A. When a term form task order is incrementally funded, the following clause will be set forth in full in the task order:

LIMITATION OF LIABILITY - INCREMENTAL FUNDING (TERM FORM)

(1) The amount available for payment for this incrementally funded task order is hereby increased from \$_____ by \$_____ to \$_____. The amount allotted to the estimated cost is increased from \$_____ by \$_____ to \$_____. The amount obligated for the fixed fee/award fee is increased from \$_____ to \$_____. This modification involves no change in the total level-of-effort, estimated costs or fixed fee/award fee of this contract, unless otherwise specified herein. The Limitation of Funds clause, FAR 52.232-22, applies to the amount allotted to cover the estimated costs only. The fixed-fee will be payable in accordance with other clauses of the contract.

(2) The estimated level of effort applicable to the incremental funding provided herein is_____ professional labor hours.

(3) The incremental funding provided herein is estimated to be adequate for services performed through _____.

B. When a completion-type task order is incrementally funded, the following clause will be set forth in full in the task order.

LIMITATION OF LIABILITY - INCREMENTAL FUNDING (COMPLETION FORM)

(1) The amount available for payment for this incrementally funded task order is hereby increased from \$_____ by \$_____ to \$_____. The amount allotted to the estimated cost is increased from \$_____ by \$_____ to \$_____. The amount obligated for the fixed fee/award fee is increased from \$_____ to \$_____. This modification involves no change in the total level-of-effort, estimated costs or fixed fee/award fee of this contract, unless otherwise specified herein. The Limitation of Funds clause, FAR 52.232-22, applies to the amount allotted to cover the estimated costs only. The fixed-fee will be payable in accordance with other clauses of the contract.

(2) The incremental funding provided herein is applicable to the tasks and deliverables specified in _____.

G.6 PAYMENT AND CONSIDERATION - COST-PLUS-FIXED-FEE (MAY 1999)

(1) Subject to the clauses Limitation of Cost (FAR 52.232-20), Allowable Cost and Payment (FAR 52.216-7), and Fixed Fee (52.216-8), the total allowable cost of this task shall not exceed \$____ (TO BE COMPLETED AT TIME OF AWARD OF TASK), which is the total estimated cost of the Contractor's performance hereunder exclusive of fixed fee. In addition, the Government shall pay the Contractor a fixed fee of \$____ (TO BE COMPLETED AT TIME OF AWARD OF TASK) for the performance of this task.

(2) The Contractor shall be provisionally reimbursed indirect expenses on the basis of billing rates approved by the Cognizant Federal Agency (CFA) pending establishment of final indirect rates.

(3) The final indirect expense rate pertaining to the contract shall be those determined for the appropriate fiscal year in accordance with FAR 42.705 and FAR 52.216-7.

G.7 PAYMENTS UNDER COST REIMBURSEMENT CONTRACTS (MAY 1999)

A. One original and five copies of an invoice or contract financing requests or invoices shall be submitted covering the amount claimed to be due and services rendered and cost incurred thereunder. Under indefinite delivery/indefinite quantity contracts, separate invoices or contract financing requests must be submitted for each task. However, all interim payment requests for tasks under the contract must be submitted concurrently each month and only one contract level completion invoice shall be submitted. The completion (final) invoice is the last voucher to be submitted for incurred, allocable, and allowable costs expended to perform all task orders issued under the contract. This contract-level voucher should include all reserves, allowable cost withholdings, balance of fixed fee, etc. The final contract level invoice shall include current and cumulative charges for amounts claimed under each task by major cost element and the fixed fee relative to each task. NOTE: Under no circumstances can funds obligated under one task be used to pay costs incurred or fee earned under another task.

B. In addition to the information required by FAR 52.216-7 and FAR 52.232-25 incorporated by reference in Section I, an invoice or contract financing payment request must meet the following requirements:

(1) Consecutively number each interim payment request beginning with No. 1 for each task.

(2) The voucher shall include current and cumulative charges by major cost element such as direct labor, overhead, and other direct costs. Cite direct labor hours incurred by the prime Contractor and each subcontractor. Other direct costs must be identified, e.g., travel, per diem, material, and equipment.

(3) Requests for contract financing or invoices must clearly indicate the period of performance for which payment is requested and Volpe Center accounting information necessary to process payments. When contracts or task orders contain multiple lines of accounting data, charges that cannot be assigned to a single line of accounting information should be allocated based on the percentage of total dollars unless otherwise specified.

(4) When the Contractor submits vouchers on a monthly basis, the period covered by invoices or requests for contract financing payments must be the same as the period for monthly progress reports reported under the contract or tasks. If, in accordance with FAR 52.216-7, the Contractor submits requests for invoices or contract financing payments more frequently than monthly, one payment request per month must have the same ending period as the monthly progress report.

(5) Pending settlement of the final indirect rates for any period, the Contractor shall be reimbursed at billing rates approved by the Cognizant Federal Agency (CFA). The Contractor shall ensure that any change in the identity of the CFA responsible for establishment of its indirect rate factors is made known to the Volpe Center ACO. These rates are subject to appropriate adjustments when revised by mutual agreement or when the final indirect rates are settled either by mutual agreement or unilateral determination by the CFA (see FAR 42.704). In accordance with FAR 52.216-7, the Contractor shall submit to the CFA a proposal for final indirect rates based on the Contractor's actual costs for the period, together with all supporting data. In addition, Contractors are required by the CFA to submit billing rate proposals, usually no later than 30 days after the close of its fiscal year, for the ensuing fiscal year to the CFA. Copies of the cover letter submitting the proposal must be provided to the Volpe Center ACO. The Contractor's failure to provide the rate proposal in a timely manner may impact payment of financing request and could ultimately result in suspension of the indirect expense portion. The Contractor shall provide copies of all rates established by the CFA to the Volpe Center ACO. It is imperative that the ACO be provided signed copies of all rate agreements since these rate agreements must be in the possession of the Volpe Center before any rates contained therein can be utilized by the Contractor for cost reimbursement.

G.8 PAYMENT OF FEE - COST-PLUS-FIXED-FEE (MAY 1999)

A. Requests for provisional fee payment must be based on and be consistent with the information stated in the contract or task financing request. However, the request must be submitted separately.

B. For term-type task orders, a portion of any fixed fee specified in the task order will be paid on a provisional basis. The amount of such payments will be based on the ratio of direct professional labor hours expended during the covered period to the direct professional labor hours specified in the Task Order. Direct professional labor hours include only the labor categories specified for the Task Order such as engineers, scientists, technicians, statisticians, and programmers and not administrative or support personnel such as company management, typists, and key punch operators, even though such administrative personnel are normally treated as direct labor by the Contractor. At the time of issuance, a term-type task order will state the requirements for earning full fixed fee by including one of the following clauses:

- (1) The total fee for each term-type task shall be payable upon acceptance of the work by the Government and upon receipt of a written certification from the Contractor that the level of effort specified in the Task Order has been expended. If fewer direct labor hours are provided than set forth in the Task Order, the fee will be adjusted downward for each hour not provided.
- (2) The total fee for each term-type task shall be payable upon acceptance of the work by the Government and upon receipt of a written certification from the Contractor that at least 90% of the level of effort specified in the Task Order has been expended. If the Contractor provides less than 90% of the level of effort specified in the Task Order, the fixed fee will be adjusted downward based on each hour not provided of the full level of effort specified. The Government may require the Contractor to provide additional effort up to 110% of the level of effort specified in the Task Order until the estimated cost has been reached without any increase in the fixed-fee.

C. If a performance is considered satisfactory, the Government may make provisional fee payments subject to FAR 52.216-8 on the basis of percentage of work completed, as determined by the Contracting Officer for completion-type tasks. The Contractor shall be required to complete the specified end product (e.g., a final report or working system) within the estimated cost as a condition for payment of the entire fixed fee. In the event the work cannot be completed within the estimated cost, the Government may require more effort without any increase in fee, provided the Government increases the estimated cost. If the Government chooses not to increase the estimated cost, the fixed fee payable will be based on the Contracting Officer's determination of the percentage of completion of the specified end product(s).

D. Provisional payment of fee will be subject to other relevant clauses of the contract including retainage.

G.9 PERFORMANCE EVALUATIONS

A. The Contractor's past performance will be evaluated annually at the contract level. The Contracting Officer or designee will use the current authorized form for this purpose.

B. The Contracting Officer or designee shall submit the completed evaluation to the Contractor for comment. The Contractor shall have 30 days in which to respond. The Government will consider any comments provided by the Contractor before finalizing the Performance Report and the Contractor's comments will be attached to the Report.

G.10 VOUCHER REVIEW (MAY 1999)

The Government may at its sole discretion arrange for a Contractor to review vouchers and supporting data submitted for payment under the provisions of this contract. The Contractor reviewing vouchers and supporting data will perform this function in accordance with contract provisions which prohibit disclosure of proprietary financial data or use of such data for any purpose other than to perform accounts payable services.

G.11 COST ACCOUNTING SYSTEMS (MAY 1999)

A. Cost Accounting System - The Contractor shall maintain a job order cost accounting system that will accumulate costs incurred for each task order separately.

B. Task Order Proposal Preparation Cost - Submission of proposals in response to task order Requests for Proposal (RFPs) is not mandatory. Bid and proposal expenses incurred in connection with the preparation of task order proposals will be reimbursed in accordance with established practices; however, bid and proposal costs will not be reimbursed as direct costs.

C. Uncompensated Overtime - (The term "contract proposals" as used in this clause refers to proposals which may result in initial contract award. "Task order proposals" refers to proposals received in response to task order RFPs.) - Uncompensated overtime is defined as hours worked by Fair Labor Standards Act exempt employees in excess of 40 hours per week for which no compensation is paid in excess of normal weekly salary. An Offeror/subcontractor may include uncompensated overtime in its cost proposal only if the practice is consistent with its established accounting practices.

The Contractor/subcontractor's accounting system must record all direct and indirect hours worked, including uncompensated overtime.

Only those Contractors/subcontractors who included uncompensated effort in their contract proposals may utilize this accounting practice in a task order proposal or during performance. Similarly, task order proposals must include uncompensated effort consistent with contract cost proposals. Task order proposals which deviate from contract proposals must include an explanation for the deviation for the Contracting Officer's consideration.

The following clause will be included in each task order when the awardee or subcontractors included uncompensated overtime in their task order proposals:

This task order is based upon the Contractor's task order proposal dated ____ in which, of the total ____ hours required, ____ hours are estimated to be uncompensated as shown below.

Prime Contractor Workweek

Prime Contractor: _____
Division: _____

Task order Labor Category	Total Hours	Compensated Hours	Uncompensated Hours
------------------------------	----------------	----------------------	------------------------

Subcontractor Workweek

Subcontractor Name: _____
Division: _____

Task order Labor Category	Total Hours	Compensated Hours	Uncompensated Hours
------------------------------	----------------	----------------------	------------------------

During performance, the Contractor must provide compensated and uncompensated hours in at least the same ratio as shown in the above schedule by labor category. If the Contractor anticipates that the ratio will not be achieved by the completion of the task order, the Contractor shall notify the Contracting Officer in writing, identifying the expected shortfall. The Contractor must offer to furnish the total level-of-effort included in the task order at no additional cost or fee. The notice shall be provided sufficiently in advance of the completion of the task order to allow the performance of all such hours within the task order term and within the total estimated cost and fixed fee for the task order. If the Contractor fails to provide such notice sufficiently in advance, the Contracting Officer at his/her sole discretion shall have the option of:

- (1) extending the term of the task order and requiring that the Contractor provide the total level of effort at no extra cost to the Government, or
- (2) reducing the cost to be reimbursed by an amount calculated by multiplying the number of hours of unworked uncompensated overtime by the average burdened labor rate for those labor categories and reducing the fixed-fee proportionately. The Contractor shall indicate on his invoices and on any contract data items for cost/schedule status all hours worked, both compensated and uncompensated.

G.12 TECHNICAL DIRECTION

Performance of the work hereunder shall be under the technical direction of a Technical Monitor (COTR). As used herein, "technical direction" is limited to directions to the Contractor which fill in details or otherwise complete the general description of work set forth in the contract. This direction may not include new assignments of work, or may not be of such a nature as to cause an increase or decrease in the estimated cost of the contract, or otherwise affect any other provision of this contract.

G.13 TRAVEL AND PER DIEM

Travel by air will be reimbursed at actual, not to exceed coach fare. Travel subsistence reimbursement will be authorized under the rates and conditions of the Federal Travel Regulations and the Department's Travel Manual (DOT 1500.6A). Per diem will be reimbursed at actuals, or in accordance with the Contractor's standard accounting practice or disclosure statement, but not to exceed the rates (in effect at time of travel) payable to federal Government employees traveling on official Government business. The following Internet web site provides the current rates:

<http://policyworks.gov/org/main/mt/homepage/mtt/perdiem/travel.shtml>

The per diem allowance shall not be allowed when the period of official travel is 12 hours or less during the same calendar day. Travel by privately owned vehicle will be reimbursed at the current GSA-approved mileage rate.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NON-PERSONAL SERVICES (DEC 1998)

A. No personal services as defined in Part 37 of the FAR shall be performed under this contract. No Contractor employee will be directly supervised by the Government. All individual employee assignments and daily work direction shall be given by the Contractor's supervisor. If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.

B. The Contractor shall not perform any inherently Governmental functions under this contract. No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government Contractors in connection with this contract, the Contractor employee shall state that they have no authority to in any way change the contract and that if the other Contractor believes this communication to be a direction to change their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer.

C. The Contractor shall ensure that all of its employees working on this contract are informed of the substance of this clause. Nothing in this clause shall limit the Government's rights in any way under any other provision of the contract, including those related to the Government's right to inspect and accept the services to be performed under this contract. The substance of this clause shall be included in all subcontracts at any tier.

H.2 GPO PRINTING REQUIREMENT (DEC 1998)

All printing funded by this contract will be accomplished in conformance with Title 44, United States Code, regulations of the Joint Committee on Printing, applicable provisions of appropriation acts, and applicable regulations issued by the Government Printing Office and the Department of Transportation.

H.3 ISSUANCE OF TASK ORDERS (MAY 1999)

A. Under this contract, as firm work requirements materialize, within the period of performance set forth herein, and within the funds allotted hereunder, the Contracting Officer will direct the Contractor to perform work as generally described in Section C. The Contracting Officer will issue such directions to the Contractor in the form of Task Orders (TOs). Prior to issuance of any TO, the Contracting Officer will discuss with the Contractor the work to be performed, the timing thereof, and will negotiate the estimated cost thereof. In the event that agreement cannot be reached on the estimated cost of any TO, the Contracting Officer may unilaterally determine the estimated cost of that TO. In such event, the Contractor may seek relief or remedies as set forth in the Disputes clause. Except as specifically provided herein, the Government makes no representation as to the number of Task Orders or the actual amount of work which will be assigned. The Contractor shall not perform any work hereunder nor incur any cost hereunder,

until it receives a specific Task Order signed by the Contracting Officer. Each Task Order will contain as a minimum, the following:

1. Sequential number.
2. Statement of the problem.
3. Scope of work effort.
4. Reporting requirements.
5. Time schedule of performance.
6. Estimated level of effort to be expended.
7. Estimated cost.
8. Required signature.
9. Delivery, inspection and final acceptance points.

B. If a Task Order will culminate in a report the TO will specify the type of report and format required.

H.4 SALES TAX EXEMPTION - (SEP 1999)

A. The Volpe National Transportation Systems Center, as part of the Department of Transportation, an agency of the United States, is an exempt purchaser. Accordingly, all purchases of personal property by this organization are exempt from state and local taxation.

B. The Contractor may be provided with Tax Exemption certificates for the purpose of obtaining an exemption under this procurement for materials and equipment purchased under this procurement. Notwithstanding the terms of the Federal, State, and Local Taxes clause, the Contractor shall state separately on its vouchers the amount of state sales tax, and the Government agrees to either to pay the amount of the tax to the Contractor or, where the amount of the tax exceeds \$250.00 to provide evidence necessary to sustain the exemption.

H.5 INCIDENTAL HARDWARE/SOFTWARE AND WARRANTIES (JUL 2001)

The acquisition of incidental hardware, software, or supplies may be appropriate on individual task orders in cases where the hardware/software is incidental to the performance of services to be provided under the task order, and the Government may require the Contractor to purchase hardware, software, and related supplies to support specific projects. Such requirements will be identified at the time a task order is issued or may be identified during the course of performance of a task order by the Government or Contractor. If the Contractor identifies a requirement for miscellaneous supplies within the scope of a task order, the Contractor shall submit to the Government a request for approval to purchase such materials. The request shall include a description of the specific items, direct cost, indirect cost and rationale. With respect to equipment or supplies acquired under this contract, title of which will pass to the Government, the Contractor shall ensure that any warranties, together with rights to replacement, service, or technical assistance, shall run to or automatically be assigned to the Government.

H.6 LEVEL OF EFFORT NOTIFICATION (DEC 1998)

A. The Contractor shall notify the Administrative Contracting Officer immediately in writing whenever it has reason to believe that:

(1) The level of effort that the Contractor expects to incur under any term type task in the next 30 days, when added to the level of effort previously expended in the performance of that task order, will exceed 75% of the level established for that task order;

(2) The level of effort required to perform a particular task order will be greater than the level of effort established for the task order.

B. Either the "Limitation of Cost" (FAR 52.232-20) or the "Limitation of Funds" (FAR 52.232-22) clause, depending on whether the task order is fully funded or not, applies independently to each task order under this contract and nothing in this clause amends the rights or responsibilities of the parties hereto under either of these two clauses. The notifications required by this clause are separate and distinct from any specified in the "Limitation of Cost" or "Limitation of Funds" clause.

H.7 HANDLING OF DATA - (MAY 1999)

A. The Contractor and any of its subcontractors in performance of this contract may have need for access to and use of various types of data and information in the possession of the Government which the Government obtained under conditions that restrict the Government's right to use and disclose the data and information, or which may be of such a nature that its dissemination or use other than in the performance of this contract would be adverse to the interests of the Government or other parties. Therefore, the Contractor and its subcontractors agree to abide by any restrictive use conditions on such data and not to:

(1) Knowingly disclose such data and information to others without written authorization from the Contracting Officer, unless the Government has made the data and information available to the public; nor

(2) Use for any purpose other than the performance of this contract that data which bears a restrictive marking or legend.

B. In the event the work required to be performed under this contract requires access to proprietary data of other companies, the Contractor shall obtain agreements from such other companies for such use unless such data is provided or made available to the Contractor by the Government. Two copies of such company-to-company agreements shall be furnished promptly to the Contracting Officer for information only. These agreements shall prescribe the scope of authorized use or disclosure, and other terms and conditions to be agreed upon between the parties. It is agreed by the Contractor that any such data, whether obtained by the Contractor pursuant to the aforesaid agreement or from the Government, shall be protected from unauthorized use or disclosure to any individual, corporation, or organization so long as it remains proprietary.

C. Through formal training in company policy and procedures, the Contractor agrees to make employees aware of the absolute necessity to maintain the confidentiality of data and information, as required above, and further aware of the sanctions which may be imposed for divulging either the proprietary data of other companies or data that is obtained from the Government to anyone except as authorized. The Contractor shall obtain from each employee engaged in any effort connected with this contract an agreement, in writing, which shall in substance provide that such employee will not during his/her employment by the Contractor, or thereafter, disclose to others or use for

his/her own benefit or the future benefit of any individual any trade secrets, confidential information, or proprietary/restricted data (to include Government "For Official Use Only") received in connection with the work under this contract. The Contractor shall furnish a sample form of this agreement to the Contracting Officer promptly after award.

D. The Contractor agrees to hold the Government harmless and indemnify the Government as to any cost/loss resulting from the unauthorized use of disclosure of third party data or software by the Contractor, its employees, subcontractors, or agents.

E. The Contractor agrees to include the substance of this provision in all subcontracts awarded under this contract. The Contracting Officer will consider case-by-case exceptions from this requirement for individual subcontracts in the event that

(1) the Contractor considers the application of the prohibitions of this provision to be inappropriate and unnecessary in the case of a particular subcontractor;

(2) the subcontractor provides a written statement affirming absolute unwillingness to perform absent some relief from the substance of this prohibition;

(3) use of an alternate subcontract source would reasonably detract from the quality of effort; and

(4) the Contractor provides the Contracting Officer timely written advance notice of these and any other extenuating circumstances.

F. Except as the Contracting Officer specifically authorizes in writing, upon completion of all work under this contract the Contractor shall return all such data and information obtained from the Government, including all copies, modifications, adaptations, or combinations thereof, to the Contracting Officer. Data obtained from another company shall be disposed of in accordance with the Contractor's agreement with that company, or, if the agreement makes no provision for disposition, shall be returned to that company. The Contractor shall further certify in writing to the Contracting Officer that all copies, modifications, adaptations or combinations of such data or information which cannot reasonably be returned to the Contracting Officer (or to a company) have been deleted from the Contractor's (and any subcontractor's) records and destroyed.

G. These restrictions do not limit the Contractor's (or subcontractor's) right to use and disclose any data and information obtained from another source without restriction.

H. As used herein, the term "data" has the meaning set forth in Federal Acquisition Regulations, clause 52.227-14, "Rights in Data - General," and includes, but is not limited to, computer software, as also defined in Clause 52.227-14.

H.8 TECHNOLOGY UPGRADES/REFRESHMENTS (DEC 1998)

After issuance of a task order, the Government may solicit, and the Contractor is encouraged to propose independently, technology improvements to the hardware, software, specifications, or other requirements of the contract. These improvements may be proposed to save money, to improve performance, to save energy, to satisfy increased data processing requirements, or for any other purpose which presents a technological

advantage to the Government. As part of the proposed changes, the Contractor shall submit a price or cost proposal to the Contracting Officer for evaluation. Those proposed technology improvements that are acceptable to the Government will be processed as modifications to the task order. As a minimum, the following information shall be submitted by the Contractor with each proposal:

- (1) A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each;
- (2) Itemized requirements of the task order which must be changed if the proposal is adopted, and the proposed revision to the contract for each such change;
- (3) An estimate of the changes in performance and price or cost, if any, that will result from adoption of the proposal;
- (4) An evaluation of the effects the proposed changes would have on collateral costs to the Government, such as Government-furnished property costs, costs of related items, and costs of maintenance, operation and conversion (including Government application software);
- (5) A statement of the time by which the task order modification adopting the proposal must be issued so as to obtain the maximum benefits of the changes during the remainder of the task order including supporting rationale; and
- (6) Any effect on the task order completion time or delivery schedule shall be identified.

The Government will not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The Contractor has a right to withdraw, in whole or in part, any proposal not accepted by the Government within the period specified in the proposal. The decision of the Contracting Officer as to the acceptance of any such proposal under this contract is final and not subject to the "Disputes" clause of this contract.

If the Government wishes to test and evaluate any item(s) proposed, the Contracting Officer will issue written directions to the Contractor specifying what item(s) will be tested, where and when the item(s) will be tested, to whom the item(s) is to be delivered, and the number of days (not to exceed 90 calendar days) that the item will be tested.

The Contracting Officer may accept any proposal submitted pursuant to this clause by giving the Contractor written notice thereof. This written notice will be given by issuance of a modification to the task order. Unless and until a modification is executed to incorporate a proposal under this contract, the Contractor shall remain obligated to perform in accordance with the requirements, terms and conditions of the existing task order.

If a proposal submitted pursuant to this clause is accepted and applied to this contract, the equitable adjustment increasing or decreasing the price, Cost-Plus-Fixed-Fee, or Cost-Plus-Award-Fee shall be in accordance with the procedures of the applicable "Changes" clause. The resulting task order modification will state that it is made pursuant to this clause.

H.9 MAXIMUM FEE/PROFIT (SEP 1999)

A. Contractors shall propose an appropriate rate of fee depending on the risk associated with a cost-plus-fixed-fee contractual arrangement and the nature of the work in the task order. However, the proposed task order fixed fee shall not exceed an amount that is the sum of (1) _____* percent of the prime Contractor's labor and any resulting direct cost expected to be incurred as a result of that labor** and any indirect cost applied and (2) _____* percent of all other direct and indirect cost proposed for the task resulting from other than the prime Contractors effort.*** For term type tasks, an overall hourly fee will be determined by dividing the total fixed fee proposed by the direct professional labor hours required.

B. For noncompetitive task orders issued on firm-fixed-price basis, Contractors shall propose an appropriate profit based on the risk associated with that contract type and the nature of the work in the task order. The proposed profit included in the firm-fixed-price shall not exceed an amount that is the sum of (1) _____* percent of the prime Contractor's labor and any resulting direct cost expected to be incurred as a result of that labor** and any indirect cost applied and (2) _____* percent of all other direct and indirect cost proposed for the task resulting from other than the prime Contractors effort.***

*to be filled in at the time of award of the contract, based on Contractor's proposal, see Section L of this RFP.

** administrative or support categories accounted for as direct in accordance with approved accounting system such as secretarial support, word processing, and contract administration; and other direct cost such as travel incurred by the prime Contractor, computer usage charges, and postage.

*** Generally equipment, materials, subcontracts, and any indirect cost applied and other direct cost incurred such as subcontract administration.

H.10 SUBCONTRACT APPROVAL (DEC 1998)

A. The Contractor's subcontracting plan dated [to be completed at time of award for other than small business concerns] in support of this Contract, is hereby approved and incorporated herein. The Contractor is granted consent to enter into subcontracting agreements with those companies identified in the subcontracting plan, or for small business firms the Contractor originally proposed as subcontractors.

B. Since this is indefinite-delivery/indefinite-quantity (IDIQ) contract, most subcontracts for professional labor shall also be placed on an IDIQ basis. Only first-tier subcontractors are allowed unless the Contractor can provide a strong technical rationale for inclusion of a second-tier subcontract and demonstrate what steps have been taken to prevent layering of costs and profit.

C. The Contractor shall follow the procedures specified in Part 44 of the FAR and FAR clause 52.244-2 when providing advance notification or requesting consent to new subcontracts. New subcontracts may be necessary for professional labor in cases where it is clearly evident to the Contracting Officer that the proposed new subcontract will provide a capability that is both required to perform work described in the contract and is not available from any of the Contractor's existing team of subcontractors. In such cases,

task order proposals must include at least 75% (labor hours) of the Contractor's current team (the prime and previously-consented-to subcontracts). The remaining 25% may include new subcontracts which have not been previously consented to. task order proposals failing to comply with this minimum will be rejected.

H.11 SEAT BELT USE POLICIES AND PROGRAMS (APR 2000)

In accordance with Executive Order 13043, the recipient of this award is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of the Presidential initiative. Information on how to implement such a program, or statistics on the potential benefits and cost-savings to companies or organizations, can be found in the Buckle Up America section on NHTSA's website at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in Washington, D.C. dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to help with technical assistance, a simple, user-friendly program kit, and an award for achieving the goal of 85 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit its website at www.trafficsafety.org.

H.12 TASK ORDER LIMITATIONS (DEC 1998)

(a) The issuance of Task Order(s)(TO) hereunder does not relieve the Contractor of its responsibilities under Clause 52.232-22, Limitation of Funds, and/or FAR 52.232-20, Limitation of Costs. The applicable clause, Limitation of Funds (LOF), for incrementally funded TOs and Limitation of Costs (LOC), for fully funded TOs apply to individual TOs as well as to the contract as a whole.

(b) Costs incurred under a TO shall relate only to the performance of the work called for in that TO. The level of effort or the funds allocated to a TO may not be applied to work under any other TO issued under the contract without the written authorization of the Contracting Officer.

(c) The term "TO" shall be substituted for "schedule" wherever the word appears in FAR clauses 52,232-20, Limitation of Cost, or 52.232-22, Limitation of Funds, as specified. In the event that fully funded work orders are issued under a TO, the provisions of the appropriate clauses shall apply to each work order as if it were a TO.

H.13 TASK ORDER CONFLICT OF INTEREST DISCLOSURE REQUIREMENTS

The Contractor shall provide a Conflict of Interest (COI) certification with the proposal submitted in response to each Task Order Request for Proposal. The Contractor shall search its records accumulated over the previous three years for any potential conflict of interest situations, as described in TAR 1252.209-70(a) and shall obtain the same information from potential subcontractors. Where multiple task orders are issued for the same site, the Contractor is only required to submit one certification for the site. The Contractor is required to notify the Contracting Officer of any changes or new potential conflict of interest situation that may arise at a site at any time during contract performance.

The certification should include a statement with respect to any identified COIs as required under TAR 1252.209-70(a). In addition, the Contractor must certify, to the best of its knowledge and belief, that all actual or potential conflicts have been reported to the Contracting Officer or that to the best of the Contractor's knowledge and belief, no actual or potential COIs exist. In addition, the Contractor must certify that its personnel, who perform work under this Task Order or relating to this Task Order, have been informed of their obligation to report personal conflicts to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts arising during performance of the task order or other work related to the site.

H.14 INSURANCE (DEC 1998)

See Section I - Contract Clause FAR 52.228-7, "Insurance-Liability to Third Persons (MAR 1996)."

A. The Contractor shall secure, pay the premiums for and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance as provided below.

(1) Workman's compensation insurance as required by law of the State.

(2) Comprehensive bodily injury liability insurance with limits of not less than \$500,000 for each accident.

(3) Property damage liability with a limit of not less than \$100,000 for each accident.

(4) Automotive bodily injury liability insurance with limits of not less than \$200,000 for each person and \$500,000 for each accident, and property damage liability insurance, with a limit of not less than \$40,000 for each accident.

B. Each policy of insurance shall contain an endorsement that any cancellation or material change in the coverage adversely affecting the Government's interest shall not be effective unless the insurer or the Contractor gives written notice of cancellation or change to the Contracting Officer at least thirty (30) calendar days prior to the aforementioned actions. When the coverage is provided by self-insurance, the Contractor shall not change or decrease the coverage without the Administrative Contracting Officer's prior approval.

C. A certificate of each policy of insurance shall be furnished to the Contracting Officer within ten (10) days after notice of award certifying, among other things, that the policy contains the aforesaid endorsement. The insurance companies providing the above insurance shall be satisfactory to the Government. Notices of policy changes shall be furnished to the Contracting Officer.

SECTION I - CONTRACT CLAUSES**I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses, by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.dot.gov/ost/m60/tamtar>
<http://farsite.hill.af.mil/vffar.htm>
<http://www.arnet.gov/far>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	OCT 1995
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-2	SECURITY REQUIREMENTS	AUG 1996
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.211-5	MATERIAL REQUIREMENTS	AUG 2000
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1997
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS	OCT 1997
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 1997
52.215-13	SUBCONTRACTOR COST OR PRICING DATA-MODIFICATIONS	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.215-15	PENSION ADJUSTMENTS AND ASSET REVISIONS	DEC 1998
52.215-18	REVERSION OR ADJUSTMENT OF PLANS OR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	MAR 2000

52.216-8	FIXED FEE	MAR 1997
52.216-18	ORDERING	OCT 1995
For the purposes of this clause the blank(s) are completed as follows:		
(a) issued <u>through five years from the date of contract award.</u>		
52.216-19	DELIVERY ORDER LIMITATIONS	OCT 1995
For the purposes of this clause the blank(s) are completed as follows:		
(a)	\$ 25,000	
(b)(1)	\$10,000,000	
(b)(2)	\$10,000,000	
(b)(3)	Not Applicable	
(d)	Not Applicable	
52.216-22	INDEFINITE QUANTITY	OCT 1995
For the purpose of this clause the blank(s) are completed as follows:		
(d) contractor shall not be required to make any deliveries under this contract after <u>one year from the expiration date of the ordering period.</u>		
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL 1996
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 1999
52.219-9 ¹	SMALL BUSINESS SUBCONTRACTING PLAN	OCT 1999
52.219-14 ²	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.219-16	LIQUIDATED DAMAGES-- SUBCONTRACTING PLAN	JAN 1999
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM - DISADVANTAGED STATUS & REPORTING	OCT 1999
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL 1990
For the purpose of this clause the blank is completed as follows:		
(a) zero		
52.222-3	CONVICT LABOR	AUG 1996
52.222-26	EQUAL OPPORTUNITY	FEB 1999
52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS	APR 1998
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1999
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	APR 1998
52.223-6	DRUG-FREE WORKPLACE	JAN 1997
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT 1996
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-1	BUY AMERICAN ACT - BALANCE OF PAYMENT PROGRAM - SUPPLIES	FEB 2000

¹ Applicable to all firms other than small business concerns

² Applicable when task order competition is limited to small business concerns

52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL 2000
52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS & INDIAN OWNED ECONOMIC ENTERPRISES	JUN 2000
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.227-3	PATENT INDEMNITY	APR 1984
52.227-12	PATENT RIGHTS-RETENTION BY THE THE CONTRACTOR (LONG FORM)	JAN 1997
52.227-14	RIGHTS IN DATA GENERAL	JUN 1987
	ALTERNATES I, II, AND III	JUN 1987
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987
52.227-19	COMMERCIAL COMPUTER SOFTWARE-RESTRICTED RIGHTS	JUN 1987
52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	MAR 1996
52.230-2	COST ACCOUNTING STANDARDS	APR 1998
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR 1998
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV 1999
52.232-2	PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS	APR 1984
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-20	LIMITATION OF COST	APR 1984
	"task order" is to be substituted for "Schedule" whenever that word appears in the clause.	
52.232-22	LIMITATION OF FUNDS	APR 1984
	"task order" is to be substituted for "Schedule" whenever that word appears in the clause.	
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	JUN 1997
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY 1999
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER-- OTHER THAN CENTRAL CONTRACTOR REGISTRATION	MAY 1999
52.232-35	DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION	MAY 1999
52.233-1	DISPUTES	DEC 1998
	Alternate I (DEC 1991)	
52.233-3	PROTEST AFTER AWARD	AUG 1996
	Alternate I (JUN 1985)	
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG 1996
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995

52.243-1	CHANGES-FIXED PRICE	AUG 1987
	ALTERNATE II (APR 1984)	
52.243-2	CHANGES - COST-REIMBURSEMENT	AUG 1987
	Alternate II (APR 1984)	
52.244-2	SUBCONTRACTS	AUG 1998
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)	DEC 1989
52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)	JAN 1986
52.245-19	GOVERNMENT PROPERTY FURNISHED "AS IS"	APR 1984
52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB 1997
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JAN 1997
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	JUN 2000
52.249-2	TERMINATION FOR THE CONVENIENCE OF OF THE GOVERNMENT (FIXED PRICE)	SEP 1996
52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP 1996
52.249-9	DEFAULT (FIXED PRICE RESEARCH AND DEVELOPMENT)	APR 1984
52.249-14	EXCUSABLE DELAYS	APR 1984
52.251-1	GOVERNMENT SUPPLY SOURCES	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

II. TRANSPORTATION ACQUISITION REGULATION (48 CFR CHAPTER 12) CLAUSES

NUMBER	TITLE	DATE
1252.223-71	ACCIDENT AND FIRE REPORTING	OCT 1994
1252.237-70	QUALIFICATIONS OF EMPLOYEES	OCT 1994
1252.245-70	GOVERNMENT PROPERTY RECORDS	OCT 1994

I.2 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the Chief, Acquisition Management Division, and shall not be binding until so approved.

I.3 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The contractor shall make the following notifications in writing:

(1) When the contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the contractor shall notify the Administrative CO (ACO) within 30 days.

(2) The contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The contractor shall-

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each contractor ownership change.

(c) The contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.4 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2001)

(a) *Definitions.* As used in this clause--

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The following clauses shall be flowed down to subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Feb 1999) (E.O. 11246).

(iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Apr 1998) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (Jun 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.5 TAR 1252.215-70 KEY PERSONNEL AND/OR FACILITIES (OCT 1994)

The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel and/or facilities, as appropriate.

Prior to removing, replacing, or diverting any of the specified individuals or facilities, the contractor shall notify, in writing, and receive consent from, the CO reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

No diversion shall be made by the contractor without the written consent of the CO. The CO may ratify, in writing, the change and such ratification shall constitute the consent of the CO required by this clause.

The Key Personnel and/or Facilities under this Contract are:

- (1) Program Manager (To be specified at time of award of contract)
- (2) Senior Project Engineer (To be specified under individual task orders)

I.6 TAR 1252.242-72 DISSEMINATION OF CONTRACT INFORMATION (OCT 1994)

The contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract without the prior written consent of the Contracting Officer. Two copies of any material proposed to be published or distributed shall be submitted to the Contracting Officer.

I.7 TAR 1252.209-70 DISCLOSURE OF CONFLICTS OF INTEREST (OCT 1994)

It is the Department of Transportation's (DOT) policy to award contracts to only those Offerors whose objectivity is not impaired because of any related past, present, or planned interest, financial or otherwise, in organizations regulated by DOT or in organizations whose interests may be substantially affected by Departmental activities. Based on this policy:

(a) The Offeror shall provide a statement in its proposal which describes in a concise manner all past, present or planned organizational, financial, contractual or other interest(s) with an organization regulated by DOT, or with an organization whose interests may be substantially affected by Departmental activities, and which is related to the work under this solicitation. The interest(s) described shall include those of the proposer, its affiliates, proposed consultants, proposed subcontractors and key personnel of any of the above. Past interest shall be limited to within one year of the date of the Offeror's technical proposal. Key personnel shall include any person owning more than 20% interest in the Offeror, and the Offeror's corporate officers, its senior managers and any employee who is responsible for making a decision or taking an action on this contract where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

(b) The Offeror shall describe in detail why it believes, in light of the interest(s) identified in (a) above, that performance of the proposed contract can be accomplished in an impartial and objective manner.

(c) In the absence of any relevant interest identified in (a) above, the Offeror shall submit in its proposal a statement certifying that to its best knowledge and belief no affiliation exists relevant to possible conflicts of interest. The Offeror must obtain the same information from potential subcontractors prior to award of a subcontract.

(d) The Contracting Officer will review the statement submitted and may require additional relevant information from the Offeror. All such information, and any other relevant information known to DOT, will be used to determine whether an award to the Offeror may create a conflict of interest. If any such conflict of interest is found to exist, the Contracting Officer may (1) disqualify the Offeror, or (2) determine that it is otherwise in the best interest of the United States to contract with the Offeror and include appropriate provisions to mitigate or avoid such conflict in the contract awarded.

(e) The refusal to provide the disclosure or representation, or any additional information required, may result in disqualification of the Offeror for award. If nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated. If after award the Contractor discovers a conflict of interest with respect to the contract awarded as a result of this solicitation, which could not reasonably have been known prior to award, an immediate and full disclosure shall be made in writing to the Contracting Officer. The disclosure shall include a full description of the conflict, a description of the action the contractor has taken, or proposes to take, to avoid or mitigate such conflict. The Contracting Officer may, however, terminate the contract for convenience if he or she deems that termination is in the best interest of the Government.

I.8 ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY (JUL 2001)

All electronic and information technology (EIT) procured through this Contract must meet the applicable accessibility standards at 36 CFR 1194, unless an agency exception to this requirement exists. (36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at <http://www.access-board.gov/sec508/508standards.htm> - PART 1194).

The following standards have been determined to be applicable to this contract:

- _____ 1194.21 Software applications and operating systems.
- _____ 1194.22 Web-based intranet and internet information and applications.
- _____ 1194.23 Telecommunications products.
- _____ 1194.24 Video and multimedia products.
- _____ 1194.25 Self contained, closed products.
- _____ 1194.26 Desktop and portable computers.

The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but merely require that the EIT be compatible with such software and devices so that it can be made accessible if so required by the agency in the future.

SECTION J - LIST OF ATTACHMENTS

J.1 Personnel Requirements

J.2 Past Performance Evaluation Form, VNTSC F 4200.7

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF
OFFERORS OR QUOTERS**

K.1 SIGNATURE (MAY 1999)

By execution and submission of this statement, the undersigned acknowledges that he/she has reviewed and, where appropriate, has fully and accurately completed each of the certifications and/or representations contained in Section K of this solicitation for the purpose(s) set forth therein, and that he/she has been authorized to do so on behalf of the Offeror.

_____.Signature
_____.Typed Name, Title
_____.Offeror
_____.Date

K.2 PROVISION AND CLAUSE INCORPORATED BY REFERENCE

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE
CERTAIN FEDERAL TRANSACTIONS (APR 1991)
52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

K.3 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

K.4 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the Offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The Offeror represents that it [] is a women-owned business concern.

K.5 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (JAN 2001)

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Apr 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are * are not * presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have * have not *, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; **[This language stayed indefinitely. Please use paragraph (a)(1)(i)(D) below.]**

(C) Are * are not * presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and **[This language stayed indefinitely. Please use paragraph (a)(1)(i)(E) below.]**

(D) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(E) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.

(ii)(A) **[This paragraph (a)(1)(ii) is stayed indefinitely.]** The Offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has * has not * within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws--

(1) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or

(2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the Offeror has responded affirmatively, the Offeror shall provide additional information if requested by the Contracting Officer; and

(iii) The Offeror has * has not *, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.6 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2001)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541330.

(2) The small business size standard is \$4 Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.* (1) The Offeror represents as part of its offer that it * is, * is not a small business concern.

(2) [*Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The Offeror represents, for general statistical purposes, that it * is, * is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [*Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The Offeror represents as part of its offer that it * is, * is not a women-owned small business concern.

(4) [*Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The Offeror represents as part of its offer that it * is, * is not a veteran-owned small business concern.

(5) [*Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.*] The Offeror represents as part of its offer that it * is, * is not a service-disabled veteran-owned small business concern.

(c) *Definitions.* As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.* (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.7 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an Offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The Offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

(ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) For Joint Ventures. The Offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The Offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture.

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.8 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The Offeror represents that -

(a) It (___) has, (___) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It (___) has, (___) has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.9 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The Offeror represents that -

(a) It ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(a) It ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.10 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the Offeror certifies that -

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the Offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (*Check each block that is applicable.*)

___ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

___ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

___ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

___ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

___ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.11 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the Offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any Offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the Offeror's proposal under this solicitation unless the Offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the Offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement. The Offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address
of Cognizant ACO or Federal Official Where Filed:

The Offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement. The Offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and
Address of Cognizant ACO or Federal Official Where Filed:

The Offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption. The Offeror hereby certifies that the Offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption. The Offeror hereby certifies that (i) the Offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the Offeror is not yet required to submit a Disclosure Statement. The Offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the Offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS - ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the Offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the Offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The Offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the Offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the Offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the Contracting Officer immediately.

Caution: An Offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the Offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The Offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ yes ☐ no

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

L.1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these addresses):

<http://www.dot.gov/ost/m60/tamtar>
<http://farsite.hill.af.mil/vffar.htm>
<http://www.arnet.gov/far>

52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER. (JUN 1999)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE. (APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (MAY 2001)
52.215-16	FACILITIES CAPITAL COST OF MONEY. (OCT 1997)
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME. (OCT 1997)

L.2 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) ALTERNATE IV (OCTOBER 1997)

Submission of cost or pricing data is not required. Provide information in cost/business proposal instructions.

L.3 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an indefinite-delivery/indefinite-quantity contract with task orders to be issued on a cost-plus-fixed-fee, and a firm fixed price basis resulting from this solicitation.

L.4 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

U.S. Department of Transportation
RSPA/Volpe National Transportation Systems Center
Attn: Mary E. Doherty, DTS-853
55 Broadway
Cambridge, MA 02142-1093

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.5 GENERAL INSTRUCTIONS

Inquiries. Any inquiries or correspondence pertaining to the Request for Proposal must be received not later than fourteen (14) calendar days after issuance of this solicitation. Address all written inquiries to:

U.S. Department of Transportation
RSPA/Volpe National Transportation Systems Center
Attn: Teresa Lee-Fierstein, DTS-853
55 Broadway
Cambridge, MA 02142

The envelope must reference the solicitation number and the mail code. Questions may also be submitted by email to **leefierste@volpe.dot.gov** or by facsimile at (617) 494-3024. Any questions received after this date will be answered only if determined by the CO to be in the best interest of the Government. **NO ORAL INQUIRIES WILL BE ANSWERED.** No question of any nature or form is to be directed to technical personnel. Any additions, deletions, or changes to this procurement will be made by amendment to the RFP. Each amendment will be identified by number and receipt thereof will be acknowledged by each Offeror. Consistent with the dissemination of the RFP, **any amendment will be posted on the Volpe Center Acquisition Management Division internet home page** (<http://www.volpe.dot.gov/procure/index.html>) and no paper copies will be mailed to prospective Offerors.

Offer Mailing Instructions. To facilitate proper handling of the offer or amendment thereof, it is imperative that the outermost envelope/packaging which contains the offer/amendment be addressed in the format presented in the "Issued by" Block on page 1 of this solicitation. Packages must be clearly labeled with the solicitation number and with a statement that the contents are "Proposal Data - To Be Opened By Addressee Only."

Proposal Submission and Number of Copies. Offerors are required to submit their proposals in three separate volumes as follows:

Volume I - Technical Proposal - Written Submission. This volume must include Staffing and Past Performance Information. Submit an Original and four copies (total five).

Volume II - Technical Proposal - Oral Presentation Slides. This volume must contain hard copies of the slides the Offeror intends to present, including any slides prepared in response to the hypothetical tasks. Submit an original and seven copies (total eight).

Volume III - Cost/Business Proposal. This volume must consist of the attached Standard Form 33 (Solicitation, Offer and Award), solicitation documents, information other than cost and pricing data, contract cost control plan, and Small Business Subcontracting Plan. Submit an Original and two copies (total three).

Each volume should be complete in itself so that evaluation may be accomplished concurrently and evaluation of the non-cost factors may be made strictly on the basis of technical merit.

Award Without Discussions. The Government intends to evaluate proposals and award contracts based on the initial offer (FAR 52.215-1(f)(4)). It is particularly important that each Offeror be fully responsive in providing their best offer initially, since there may be no opportunity to revise proposals at a later date. Offerors' initial proposals shall be reviewed to determine whether they satisfy the formal requirements of the solicitation. Those proposals determined by the Government to be so grossly and obviously deficient as to be totally unacceptable on their face may be eliminated from further consideration before the initial evaluation. Failure of Offerors to respond to or follow the instructions regarding the organization and content of the proposal volumes may result in the entire offer being eliminated before initial evaluation. An incomplete or deficient cost and price proposal will impede the Contracting Officer from performing an analysis to determine probable cost to the Government and reasonableness of proposed costs. If an Offeror's initial cost proposal is so grossly deficient or ambiguous that a cost analysis cannot be performed, or proposed costs are not supported or do not track to the supporting data required by the cost exhibits, that Offeror's cost proposal may be deemed unrealistic and the entire offer may be excluded from evaluation.

Consistency Between Technical And Cost/Business Proposals. Offerors are required to ensure that the technical and cost/business proposals are consistent. All aspects of the technical proposal that impact cost, whether the cost treatment is direct or indirect, shall be identified in the cost/business proposal. This includes, for example, ensuring labor cost properly reflects salaries of persons whose resumes were submitted; inclusion of relocation cost of people not presently located in the place of performance; inclusion of other direct costs described in the technical approach. Offerors shall identify in the cost/business proposal those persons whose resumes were provided in accordance with Section C. Offerors must include the actual labor rates (based on salary divided by 2,087 hours) of those persons for whom resumes have been submitted and show clearly how those rates are incorporated into the category rates proposed.

L.6 TECHNICAL PROPOSAL INSTRUCTIONS - VOLUMES I AND II

L.6.1 INTRODUCTION

Proposals must be structured in accordance with the instructions contained herein.

Your technical proposal should be comprehensive and explicit. Elaboration of general corporate or company experience in non-related activities will detract from the quality of your proposal. All qualifications, experience, and capability should relate to the services required by the Statement of Work. Legibility, conciseness, completeness, clarity of content, coherence, and brevity are important since they will facilitate the Government's evaluation procedure and will also assure maximum credit being properly assigned to the various aspects of your proposal.

L.6.2 FORMAT

The technical proposal shall be submitted in two sections, as follows:

Section I - Technical Capabilities (Written - Staffing and Past Performance information, submitted in Volume I)

Section II - Technical Understanding (Oral Presentation - prints of slides submitted in a separate binder as Volume II)

Volume Contents	Limits	Number of Copies
Volume I - Technical Capabilities (Written)	-	5
Section I - Staffing	7 Pages	
Description of Personnel	None	
Resumes	25 Pages	
Staffing Matrix	None	
Section II - Past Performance	5 Contracts 15 Pages (excl.list)	
List of Contracts Past 3 yrs	None	
Client Auth'n Letters (if applicable)	5 Contracts	
VNTSC F 4200.7	5 Contracts	
Statement of no relevant Past Performance (if applicable)	None	
Volume II - Technical Understanding (Oral Presentation Slides)	None	8

L.6.3 SECTION I - TECHNICAL CAPABILITIES (WRITTEN)

This section shall consist of two parts: Part I, Staffing, and Part II, Past Performance Information.

Part 1 Staffing

The purpose of this part is to evaluate the qualifications of the Offeror's personnel proposed for this contract in terms of technical expertise, experience, education, and qualifications relevant to the functional area requirements of this contract. Resumes shall be submitted in accordance with the requirements outlined below.

a. Program Manager

The Offeror must identify the individual who will serve as the overall Program Manager for this contract and who will be identified under the Key Personnel clause in SECTION I. The individual's resume shall be submitted in accordance with the requirements outlined below.

b. Personnel

The Offeror must identify the Personnel that will be used for this contract. Personnel consists of the Project Manager, Senior Project Engineers (Registered Fire Protection Engineers), Subject Matter Experts, Staff Engineers (Fire Protection), and administrative support. One or more of the

Personnel may be from subcontractors if it is intended that they fulfill such a role under this contract. Resumes shall be submitted for all proposed personnel in accordance with the requirements outlined below.

c. Proposed Technical Staff

The purpose of this section is to assess the capability of the Offeror's proposed staffing and skill mix to satisfy the task areas. The evaluation will consider the overall level of technical expertise, education, and training of the technical staff. Resumes for individual technical staff members are not required.

d. Resume Format

Resumes for the proposed program manager and personnel must be consistent with the Offeror's proposed labor cost presented in the cost proposal. Resumes shall show demonstrated experience in areas similar to the requirements of the Statement of Work. Resumes must also be verifiable in that relevant dates and names and addresses of educational institutions and employers must be provided for all experience, education, and specialized training claimed.

Resumes are subject to an overall page limitation of 25 pages. No more than 25 resumes (inclusive of the Program Manager and other personnel) are to be submitted in accordance with the above breakdown.

e. Staffing Matrix

The Offeror must include a matrix detailing how the Offeror has allocated the level-of-effort required, showing hours by names of individuals for whom resumes have been submitted and the team composition (prime and subs) using the RFP labor category descriptions. The matrix must be consistent with Schedules 4 and 5 in the cost proposal and identical to or consistent with the allocation matrix in the cost proposal. The matrix described above shall be included in the discussion of staffing.

f. Page Limits: The total overall page limit for discussion of Staffing, including the matrix is 7 pages. Resumes are subject to an overall page limit of 25.

Part 2 Past Performance Information

Offerors shall submit their past performance information as a separate part of their proposal for both the Offeror and major (over 20 percent of the hours in the cost proposal) proposed subcontractors. Offerors shall submit this past performance data as a separate part of their proposals that is clearly marked and identifiable.

Each Offeror will be evaluated on its performance under existing and prior contracts for similar products or services. Performance information will be used both for responsibility determinations and as an evaluation factor. The Government may contact references other than those provided by the contractor and the information received may be used in the evaluation of the Offeror's past performance. Among the factors to be considered is the past performance of large business concerns in complying with Subcontracting Plan goals for small disadvantaged business concerns.

The Offeror must provide a list of contracts that it is currently performing or has completed within the past three years. The Offeror must make a good faith effort to ensure that the list includes all prime contracts with a value over \$500,000 with the Federal Government. If the Offeror can demonstrate that including information on all prime contracts with the Federal Government over \$500,000 would create an undue burden on the Offeror because of the large number of applicable contracts, then the list may be reduced to reflect contracts that are most relevant and for which data is readily available. The Offeror must describe in its proposal what types of contracts were excluded and what process was utilized to ensure that all prime contracts with the Federal Government over \$500,000 relevant to the Statement of Work were included. However, the list must include all contracts that are clearly relevant such as those applicable contracts reflecting the involvement of the proposed program manager or key personnel. If performance is evaluated for each task order under a contract, the list may be modified accordingly. The list may also include other contracts considered relevant by the Offeror, including those with customers other than the Federal Government. Information regarding the Offeror's performance as a subcontractor with the Federal Government will be obtained from the prime contractor. Include the following information for each contract:

- 1) Name and address of customer
- 2) Contract number
- 3) Contract type
- 4) Total contract value
- 5) Description of contract work
- 6) Contracting Officer's address, telephone number and e-mail address
- 7) Contracting Officer's Technical Representative's address, telephone number and e-mail address
- 8) Administrative Contracting Officer's address, telephone number and e-mail address (if different from item 6)
- 9) List of major subcontractors
- 10) Assessment of relevance to requirements identified in this solicitation.
- 11) Whether any final or interim contract past performance report was or has been issued by the contracting agency. Copies of the final or most current past performance report must be submitted for the five most relevant contracts. Copies of reports on other than the five contracts considered most relevant by the Offeror should not be submitted as part of the proposal but may be obtained by the Government if the Government considers the contracts relevant.

From the above list, the Offeror must select no more than five (5) contracts that it considers the most relevant in demonstrating its ability to perform the proposed effort. This list of most relevant contracts must be separated from the above list. Offerors may also include information on problems encountered on the five identified contracts and the Offeror's corrective actions.

The Offeror is responsible for making all reasonable efforts to ensure that a completed evaluation report is provided for each of the five cited contracts no later than the due date for receipt of proposals. If the contracting activity has completed a contractor evaluation report and provided a copy to the Offeror, particularly one completed in accordance with Subpart 42.15 of the FAR, a copy of this report is sufficient. If not, the Offeror is responsible for providing the Volpe Center Contracting Officer with a performance evaluation report from the customer no later than the proposal submission date.

If the customer has not developed its own past performance evaluation report form, the Offeror shall ask the customer to complete VNTSC Form 4200.7, included as Attachment J.2. Information contained in the evaluation reports shall be considered sensitive and shall not be released to other Offerors. Failure of the Offeror to demonstrate that it has made all reasonable efforts to provide the required past performance reports will result in an unacceptable rating for this criterion. The Government reserves the right to obtain additional information from any of the referenced contract contacts and from other Government sources. If the Government receives negative past performance information (indicating that performance was less than satisfactory) which is not accompanied by a response from the Offeror, a copy of the adverse information will be provided to the Offeror, which will be given a limited period in which to provide a response. If no response is received within the specified timeframe, the negative past performance information will be evaluated as submitted.

Offerors must send a Client Authorization Letter, included as Exhibit A to the Technical Proposal Instructions, to all non-Federal Government references listed in their proposal to assist in the timely processing of past performance evaluations. Client Authorization Letters must be mailed (or sent electronically by e-mail) to individual references no later than the proposal submission date. The Offeror shall include a copy of all completed Client Authorization Letters (or e-mails) as part of the Past Performance submission.

If the Offeror has no relevant past performance history, it must affirmatively so state. Offerors that state they have no relevant past performance history and Offerors that are unable to provide past performance reports after making all reasonable efforts will not be evaluated favorably or unfavorably under this criteria, in accordance with FAR 15.305.

In the case of a relatively new firm (i.e., established within the last 18 months), the Offeror may submit past performance information for contracts on which its corporate management has performed to supplement any past performance information for the firm itself; this shall be specifically noted in the proposal submission.

If the Offeror does not include past performance history or does not affirmatively state that no past performance history exists or can be obtained, the Offeror's proposal will be ineligible for award.

The overall page limit for the list of the five most relevant contracts (including any information on the problems encountered on the contracts) is 15. This page limit does not apply to the list of other less relevant contracts required, or any information submitted by the Offeror to demonstrate that it has made its best efforts to ensure that customers provide past performance reports to the Government.

Exhibit A

Client Authorization Letter

[Company Name]
[Street Address]
[City, State/Province Zip/Postal Code]
[Date]

[Recipient Name]
[Address]
[City, State/Province Zip/Postal Code]

Dear [Client]:

We are currently responding to the Volpe Center Request for Proposal No. DTRS57-01-R-20023 for the procurement of Fire Life Safety Program Engineering Services. The Volpe Center is placing increased emphasis in its acquisitions on past performance as a source selection evaluation factor. The Volpe Center requires Offerors to inform references identified in proposals that the Volpe Center may contact them about contract performance information.

If you are contacted by the Volpe Center for information on work we have performed under contract for your company/agency/state/local Government, you are hereby authorized to respond to Volpe Center inquiries.

Your cooperation is appreciated. Please direct any questions to

_____.
(Offeror's point of contact)

Sincerely,
[Your name]
[Your position]

[Typist's initials]
Enclosure: [Number]

cc: [Name]

L.6.4 SECTION II - TECHNICAL UNDERSTANDING (ORAL PRESENTATION)

The purpose of this section is to evaluate the technical understanding of the requirements outlined in the SOW. The technical understanding will be evaluated using four criteria: (1) technical and management approach; (2) quality control, and health and safety approach; (3) resources; and (4) responses to hypothetical tasks.

Part 1 Technical and Management Approach

The Offeror shall use the presentation to provide additional information to allow the Government to fully evaluate the Offeror's understanding of the requirements and its proposed approach and allocation of resources to provide the fire protection services outlined in the SOW's nine functional task areas. The Offeror shall provide both narrative and details relative to the roles, responsibilities, and level of involvement of the prime contractor, proposed subcontractors, and individuals. The Offeror shall describe its approach to forming teams as task orders arise, and managing task orders undertaken. The Offeror shall also discuss its approach to responding to problems that could potentially arise on-site such as changing site conditions.

Part 2 Approach

The Offeror shall present sufficient information to allow complete evaluation of its understanding of, approach, and allocation of resources to Quality Control, and Health and Safety procedures. The Offeror shall describe how it plans to meet the Quality Control, and Health and Safety requirements of the SOW's nine functional task areas, and demonstrate that it has the necessary understanding, expertise, and experience to carry out all of the SOW requirements. The Offeror shall provide both narrative and details relative to the roles, responsibilities, and level of involvement of the personnel responsible for Quality Control, and Health and Safety, both on the corporate level as well as the individual on-site level.

Part 3 Resources

The Offeror shall present their available resources for executing the requirements of the SOW's nine functional task areas. Resources consist of such items as office locations, equipment and technical support capabilities.

Part 4 Responses to Hypothetical Tasks

Note: The Offeror's responses to the hypothetical situations must also encompass the Technical Understanding criterion identified above, specifically Parts I, II, and III. The oral presentation shall not encompass price, cost, or fee. The sample hypothetical tasks presented below are examples of a typical situation in which the Offeror could be tasked to respond to under this contract. In addition to providing written requested information, the Offeror shall provide an oral presentation appropriate for the scenarios presented below. The oral presentations shall clearly demonstrate and describe the following for each scenario:

- The technical and management approach to the task.
- Demonstration of technical capabilities relevant to the task and experience with the subject matter and solutions to the work objectives.
- Task organizational structures, to include personnel by labor category, labor loadings, equipment, materials, other direct costs, etc.
- Proposed schedules for each listed tasks to be performed.
- Discussion on the cost accounting and control procedures.
- Any assumptions made.

HYPOTHETICAL 1 A request is made for the Contractor to support a multi-phased fire safety evaluation and technical support initiative related to two (2) air traffic control towers. One tower is located in Boston, Massachusetts, and one tower is located in Los Angeles, California. The request is for the contractor to provide a fire safety assessment at each tower simultaneously, with particular focus on the Alternate Standard for Fire Safety in Airport Traffic Control Towers - 29 CFR 1960.20. The Offeror shall provide its management and technical approach to supporting this task effort at two different geographic locations, including ensuring a standardized evaluation approach. As a result of the site assessments, the Contractor has found numerous violations to the code. The Contractor shall identify and prioritize the typical deficiencies one may expect to find within an air traffic tower applying this referenced Alternate Standard. The Offeror shall prioritize the deficiencies in order of importance, provide the rationales for the order, provide recommended technical approaches to mitigating the problems, and discuss the development of the report.

As a second phase to this task order initiative, the Contractor is on site to provide technical guidance and has determined that both the on-site Government representative and the construction sub-contractor are in violation of numerous code requirements during the upgrade of the tower fire protection features. Provide some technical examples of possible violation scenarios, and discuss various managerial and technical approaches the fire protection engineering consultant(s) can take to effectively improve the situation at the site.

HYPOTHETICAL 2 The Volpe Center is requesting the Offeror to present a training approach to solving both a logistics and standardization training issue. Hypothetically, a program has been implemented to modernize and upgrade both the fire detection and fire suppression systems to a series of transportation vehicles or related facilities. Note that the intent is to focus on the training issue here, not the type of transportation vehicle or facility. As a result of frequent operator/crew changes, the training program has become ineffective. The Offeror shall present various novel training approaches to address the problems of mis-communicated technical information, high change-outs of operators, shifting of a traditional "business as usual mindset", heightening the interest of the students, and addressing a cost effective approach to the difficulties with geographical logistics. The Offeror shall address novel approaches to training, identify any assumptions made, and address the training approaches to effectively

cover operational, inspection, maintenance and testing requirements of the new systems.

Facilities and Presentation Media

All presentations will take place at the Volpe Center, 55 Broadway, Kendall Square, Cambridge, Massachusetts, in a meeting room large enough to hold twenty (20) people. The Offeror will present from the front of the room. The Offeror is responsible for providing the equipment necessary for their presentation. The Government will provide a screen for slides and an overhead projector. The Government may videotape the presentations.

There is no limitation on the number of slides that an Offeror may use. However, the Government will not consider the slides as stand-alone documents or evaluate the information on the slides except as visual aids to the presentation. When reviewing and evaluating the oral presentations, the Government will not review any slide that was not projected and addressed during the presentation. What the presenters say will take precedence over the information that appears on the slides. The production and use of an excessive number of slides may be detrimental to an Offeror's interest. The Government will not accept for evaluation any documentation in addition to the information submitted with the proposal.

Participants and Attendees

The Offeror's presentation must be made by the proposed Program Manager and Key Personnel for whom resumes have been provided. The Offeror may bring no more than seven persons to the oral presentation, including no more than two non-presenting Offeror officials or employees. Offerors may not use company senior or general managers or other employees or consultants to make any part of the oral presentation, including responding to questions, unless these individuals have been proposed to play a role as Program Manager or Key Personnel. During the question-and-answer session, all questions will be directed to the proposed Program Manager who may direct one or more of the Key Personnel to respond.

In order to protect the integrity of the oral evaluation process, employees of firms that are included as subcontractors under more than one proposal for this procurement shall not be allowed to participate. At the time of the notification of the date and time for its presentation, an Offeror will be informed by the Contracting Officer if any of its proposed Key Personnel are ineligible to participate. Substitutions for Key Personnel will be allowed only for special circumstances approved by the CO.

The Offeror must direct its presentation to the Technical Evaluation Team. Other Government officials such as the CO, individuals with oversight roles, and an audio-visual specialist will also be in attendance at every presentation. Government observers may be present for training purposes.

Presentation Ground Rules

The Offeror will have ninety (90) uninterrupted minutes to make its presentation upon the Contracting Officer's direction to begin. The Contracting Officer will strictly enforce the 90-minute time limit. The presentation will begin with the presenter's introduction of himself/herself and other presenters by name, position, and company affiliation. Following the oral presentation, there will be a recess of approximately twenty (20)

minutes. The Offeror will then be presented with up to ten (10) "pop quiz" questions related to the Government's requirements and program objectives. The Offeror will have up to five (5) minutes per question for response time. The Government may request clarification of any points arising from the Offeror's presentation which are unclear or which need further support. However, the Offeror will not be able to modify its offer in response to a "pop quiz" question or request for clarification. Any such interchange between the Offeror and the Government will not constitute as discussions or communications within the meaning of FAR 15.306(b). The time required for clarifications will not be counted against the Offeror's time limit.

L.6.5 TECHNICAL EVALUATION PROCESS

NOTE: The technical evaluation process has been designed to minimize the evaluation costs of both the Offeror and the Government. It reduces the Offeror's written submission to essential information upon which to discriminate among Offerors, staffing and past performance information.

After the receipt of offers (written proposals) by the Government, every eligible Offeror must make a structured oral presentation to the Government's Technical Evaluation Team. Paper copies of any slides to be used in the oral presentation are to be submitted with the written technical proposal. Offerors may not change their presentation slides after this submission. The Technical Evaluation Team will not be provided with copies of the slides until immediately before each oral presentation. The purpose of this restriction is to reassure Offerors with regard to the fairness and integrity of the oral presentation process.

It is expected that the oral presentations will begin approximately eight (8) calendar days after the closing date for receipt of proposals. The presentations will be scheduled as tightly as possible, but the duration of the entire presentation process will be dependent upon the number of acceptable proposals received. The order in which Offerors will make their presentation to the Technical Evaluation Team will be determined by a drawing of lots by the Contracting Officer after receipt of proposals. All Offerors will receive notification at least five (5) calendar days in advance by facsimile transmission of letter and/or telephone of the date and time of their scheduled presentation. All Offerors will be asked to confirm their scheduled presentation date and time, and to provide at that time a list of their attendees and their company affiliation. Requests from Offerors to reschedule their presentations will not be entertained unless unusual and compelling reasons are presented to the Contracting Officer. No rescheduling of presentations will be done unless determined necessary by the Government to resolve unanticipated problems or delays encountered in the presentation process.

L.7 COST/BUSINESS PROPOSAL INSTRUCTIONS - VOLUME III

L.7.1 INTRODUCTION

The cost/business proposal will permit the Government to determine whether the proposed costs demonstrate cost realism.

"Cost realism" means the costs in an Offeror's proposal are:

1. Realistic for the work to be performed;
2. Reflective of a clear understanding of the requirements; and

3. Consistent with the various elements of the Offeror's technical proposal.

All information relating to cost or pricing must be included in this volume of the proposal; under no circumstances shall cost or pricing data be included elsewhere.

The cost/business proposal should be prepared in sufficient detail to permit thorough and complete evaluation by the Government without additional correspondence or communication. During its evaluation, the Government may request clarifications, answers to questions that assist in the Government's understanding of information contained in the cost/business proposal, or the correction of minor omissions or errors that do not alter the offer. However, the Government anticipates making award on initial offers and does not expect to hold discussions. Consequently, the Offeror is advised that failure to provide the required schedules and supporting documentation may result in the rejection of its offer if it is in the Government's best interest, rather than opening discussions.

The Offeror's cost/business proposal will be evaluated for compliance with the RFP instructions. Proposed costs will be evaluated for reasonableness and realism. The Government will calculate probable cost that will be used for best value determination.

To facilitate cost/business proposal preparation, a checklist is provided for use by the prime Offeror and each subcontractor. The Cost/Business Proposal Checklist, Schedule 1a, should be completed and submitted as part of the proposal.

For evaluation purposes, Offerors are required to propose estimated costs using the hours provided below. Hours provided are for one year only. Hours should be apportioned between the prime and its subcontractors in a manner consistent with the Offeror's technical proposal. Offerors should assume that 70% of the proposed effort will be for Cost plus fixed fee Task Orders and 30% for Firm Fixed Price Task Orders.

Although the task ordering period is five years, the cost/business proposal instructions require that labor be priced for evaluation purposes assuming a performance period of only one year, 10/01/01 - 09/30/01. This is done because escalation is difficult to project accurately for a five-year period; actual escalation during performance is not likely to be significantly different among Offerors during performance if calculated in the same way; and escalation is not considered a discriminator for selection purposes.

RFP-stipulated amounts for Other Direct Costs (ODC) are provided in the detailed instructions.

All fees negotiated with subcontractors must be within the statutory limit of 10 percent of the estimated subcontract costs as specified in FAR 15.404-4(c)(4)(i)(C). This fee limitation applies to the prime's effort and any subcontractor.

Costs that Offerors classify as "other direct costs" (ODCs) also vary from firm to firm. Therefore, in addition to the RFP-stipulated ODCs, which is for subcontracted materials, equipment rental and services along with travel costs incurred during performance, each Offeror and subcontractor must include an amount for ODCs based on its own accounting system and experience and provide rationale for the estimates. The categories of cost must be identified.

If any of the cost/business proposal instructions appear incompatible with established/approved accounting practices, Offerors shall notify the CO within 14 calendar days of the issuance date of the RFP.

L.7.2 FORMAT

The cost/business proposal shall be submitted in three sections as follows:

- Section I - Solicitation Documents
- Section II - Information Other Than Cost and Pricing Data
- Section III - Business Proposal

L.7.3 SECTION I - SOLICITATION DOCUMENTS

In this section, Offerors shall submit a completed and signed Standard Form SF 33 (Section A/page 1 of the solicitation), including acknowledgment of any amendments; and Representation, Certifications, and Other Statements of Offerors (Section K of the solicitation).

L.7.4 SECTION II - INFORMATION OTHER THAN COST AND PRICING DATA

In this section, Offerors will be provided with detailed instructions (Part 1) and an explanation of the Cost/Business Proposal Checklist and schedules (Part 2).

PART 1 - DETAILED INSTRUCTIONS

The Offeror shall submit a signed Proposal Cover Sheet (Schedule 1) and information other than cost and pricing data as set forth below. Summary data shall be placed on the Proposal Cover Sheet and Schedules 2 through 8 should support it. In addition, Offerors should ensure consistency between the technical and the cost/business proposals. **All costs, rates, factors, and calculations must be shown and supporting rationale and documentation included.**

Accounting System Approval

The Government does not anticipate requesting accounting system reviews before contract award. However, Offerors are ineligible to receive task orders until their accounting system has been approved by the Defense Contract Audit Agency (DCAA) or other cognizant audit agency.

The Volpe Center cannot approve a cost-type subcontract to a proposed subcontractor that does not have an approved accounting system.

As the Government intends to make award without negotiations, an Offeror must indicate how it will accommodate the inclusion of a subcontractor that does not have an approved accounting system without involvement of the Volpe Center.

Labor

On Schedule 5, provide the proposed unburdened hourly labor rates for the labor categories defined in Attachment J.1, Personnel Requirements. Show calculations used to compute the proposed direct labor rates. Provide the basis and rationale for the labor rates proposed; for example, company-wide bidding rates, current salary data for named individuals, survey data, or anticipated new-hires, etc. Show how company categories are mapped to the RFP categories. Explain your approach and show how the educational and experience requirements in the RFP relate to your company categories.

Provide the current labor rates from payroll records and show those labor rates escalated to the cost proposal performance period for individuals whose resumes are provided in the technical proposal. If any individual's labor rate is 5 percent more or less than the proposed labor rate for that category, show calculations and provide a narrative addressing cost-realism for the proposed labor cost.

Uncompensated Overtime

All Offerors should state clearly whether or not uncompensated overtime is included in the proposal. Uncompensated overtime is defined in FAR 52.237-10 as "the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours."

If uncompensated overtime is used in this proposal, the Offeror must have an accounting system to record all hours worked. Show how it is incorporated into the proposal and its cost impact. Provide an explanation of your cost accounting treatment of uncompensated overtime and a copy of your policy.

If uncompensated overtime is proposed at the task order level, Offerors will be required to provide uncompensated overtime hours during performance.

Administrative Labor

The Administrative Staff hours must be estimated by each Offeror and subcontractor because different accounting practices will impact the hours required. The rationale for the estimate must be included.

Administrative labor that is not described and priced will not be billable during performance without prior CO approval.

Offerors should describe the accounting treatment of the following labor functions: contract administration, subcontract administration, clerical activity, work status reporting, financial reporting, and project reporting.

Indirect Rates

Offerors are required to provide a schedule of their indirect rates and explain the allocation bases on Schedule 8.

Include all rates that the Offeror maintains in its accounting records that may be used during performance of this contract. Disregard those rates that the Contractor does not maintain, and use continuation sheets for additional rates whenever necessary.

Identify indirect rates that a Government audit agency has approved for forward pricing. If not approved, state the basis of the proposed rate (e.g., previous year's actuals, current fiscal year-to-date, business plan, etc.). Provide historical rate information, rationale, and other factors used to develop the proposed indirect rates used to cost the proposal. Also, provide actual expense pool amounts, allocation bases, and rates which have been submitted to the Defense Contract Audit Agency (DCAA) (or other cognizant Government audit agency) in your overhead rate proposal for establishing final indirect rates.

Cost ceilings may be required under this contract for the prime or one or more subcontractors. Offerors should review the situations described in FAR 42.707(b)(1) to determine whether or not ceilings should be utilized and, when appropriate, propose ceilings.

Other Direct Costs (ODCs)

1. RFP-Stipulated ODCs for Travel and Miscellaneous - The Offeror will be required to travel to locations not now determinable. The RFP-stipulated amount of \$88,000 for travel and other miscellaneous ODCs for one year should be apportioned between the prime and its subcontractors in a manner consistent with the apportionment of labor hours. Travel cost should be burdened in accordance with established accounting practice.

2. Subcontracts - The Government anticipates that subcontracts will be predominantly fixed unit price or cost-plus-fixed-fee. Subcontractors must submit a cost or price proposal in accordance with the cost/price proposal instructions in this section. Subcontracts estimated to exceed \$550,000 should be supported by a Proposal Cover Sheet. All subcontractors must follow the same cost proposal instructions as the prime, except where noted. Regardless of dollar value, subcontract proposals must be adequately documented to facilitate an evaluation of proposed costs.

Offerors that enter into subcontracts other than on a cost-reimbursement type basis may make appropriate adjustments to the instructions and schedules. Information as to the type of subcontract contemplated and documentation to show why their subcontract type is anticipated must be included. The guidance in FAR Part 16 should be followed.

It is the responsibility of the prime Contractor to review and evaluate the subcontract proposals and accompanying cost or pricing data and furnish the results of such review to the Government as part of the cost submission, regardless of whether the details are provided to the prime Offeror or separately to the Government. The prime's review should be as detailed as the information provided by the subcontractor directly to the prime permits. A subcontractor whose evaluation is considered insufficient by the Government, either because the data submitted to the Government is incomplete or because the prime fails to conduct and document a comprehensive evaluation, will be deleted from technical consideration and the prime's technical proposal will be evaluated without it.

Escalation

State clearly the escalation rate used to develop the labor rates used on Schedules 5 and 6 and provide rationale.

Cost of Money

Attach supporting calculations if proposed.

Profit/Fee Objectives

The overall fixed fee and profit percentages used in task order proposal preparation during performance may be less than, but may not exceed, the percentages shown in Schedule 3 and used to develop fee amounts in Schedule 2.

All Offerors must complete Schedule 2 and 3. The total cost allocated must match the total cost indicated in Schedule 2, less the cost of money proposed, if any.

The Government may utilize the weighted guidelines method in TAM 1215.9 and its Appendix E to evaluate proposed fee/profit for reasonableness. The Offeror's cost/business proposal should contain adequate data and rationale for any consideration it wants included for Contract Risk and Special Factors. There is minimal risk associated with other than the prime Contractor's effort, and the fee proposed should reflect this. The managerial and technical efforts necessary for the prime Contractor to procure, compete and administer subcontracts may be considered. Consideration is also given as to whether the Contractor's purchasing program makes a substantial contribution to the performance of a contract through the use of subcontracting programs involving many sources and the amount of close surveillance by the prime Contractor. Analysis is necessary to determine if real cost risk has been transferred to a subcontractor.

For proposal evaluation purposes and to establish maximum fee factors for use during contract administration, all Offerors must make the following assumptions:

1. The Offeror's proposed cost for direct labor and subcontracted labor shall be allocated 70 percent cost-plus-fixed-fee, 30 percent firm-fixed-price.
2. The Other Direct Costs for travel and miscellaneous ODCs in the amount of \$88,000 should be allocated 70 percent to cost-plus-fixed-fee, 30 percent firm fixed price. The fee proposed on travel should be \$0 or minimal due to the minimal risk involved.
3. Offeror-estimated Other Direct Cost shall be allocated 70 percent cost-plus-fixed-fee 30 percent firm-fixed-price.

PART 2 - EXPLANATION OF COST/BUSINESS PROPOSAL CHECKLIST AND SCHEDULES

NOTE: Offerors may modify these schedules (font size, portrait or landscape orientation, etc.) provided the requested information is furnished in similar format.

Cost/Business Proposal Checklist, Schedule 1a: Prime Offerors and subcontractors should complete and include the checklist in the proposal package.

Schedule 1: "Proposal Cover Sheet". Prime Offerors and subcontractors should complete.

Schedule 2: "Summary of Proposed Costs and Fee/Firm Fixed Price."

Schedule 3: "Establishment of Maximum Factors and Calculation of Proposed Amounts for Fixed Fee and Profit."

Schedule 4: "Subcontract Information." Complete the matrix for subcontractor data.

Schedule 5: "Summary of Proposed Labor Cost." The amounts on those schedules should correspond to the amounts for labor in Schedule 2. The hours used to develop the prime Offeror's labor cost must correspond with the allocation of hours shown on Schedule 5.

Schedule 6: "Labor Cost Realism Information." This schedule shows how realistic the labor category rates proposed are, given the rates of the persons whose resumes are provided and the hours each is expected to provide.

Schedule 7: "Allocation of Labor Hours." This schedule shows how the hours are apportioned between the prime and subcontractors.

Schedule 8: "Indirect Rates and Factors." This schedule should be completed consistent with the Offeror's accounting practices, and may be revised as needed.

PART 3 - CHECKLIST AND SCHEDULES

<u>COST/BUSINESS PROPOSAL CHECKLIST</u> <u>Schedule 1a</u>	
	Page Number
Solicitation Documents	
Schedule 1: "Proposal Cover Sheet"	
Schedule 2: "Summary of Proposed Costs and Fee/Firm Fixed Price"	
Schedule 3: "Establishment of Maximum Factors and Calculation of Proposed Amounts for Fixed Fee and Profit"	
Schedule 4: "Subcontract Information"	
Schedule 5: "Summary of Proposed Labor Cost"	
Schedule 6: "Labor Cost Realism Information"	
Schedule 7: "Allocation of Labor Hours"	
Schedule 8: "Indirect Rates and Factors" plus rationale and supporting documentation	
Rationale for administrative labor hours, if adjusted	
Estimate and rationale for Offeror-estimated Other Direct Costs	
Information describing accounting treatment of administrative and clerical labor	
Statement concerning uncompensated overtime and additional information if proposed	
Cost of Money supporting calculations, if proposed	
*Evaluations of subcontractor proposals	
*Factors for CO's consideration in weighted guidelines fee objective	
*Contract Cost Control Plan	
**Small Business Subcontracting Plan in accordance with FAR 52.219-9	

*Not applicable to subcontractors

**Not applicable to small businesses

Schedule 1

PROPOSAL COVER SHEET				1. SOLICITATION/CONTRACT/MODIFICATION NUMBER		
2a. NAME OF OFFEROR				3a. NAME OF OFFEROR'S POINT OF CONTACT		
2b. FIRST LINE ADDRESS				3b. TITLE OF OFFEROR'S POINT OF CONTACT		
2c. STREET ADDRESS				3c. TELEPHONE		3d. FACSIMILE
2d. CITY	2e.	2f. ZIP CODE		3e. AREA CODE		NUMBER
4. TYPE OF CONTRACT OR SUBCONTRACT (<i>Check</i>) FFP CPFF CPAF FPI CPIF OTHER				5. PRIME OFFEROR SUBCONTRACTOR		
6. ESTIMATED COST, FEE AND PROFIT INFORMATION						
A. ESTIMATED COST						
B. FIXED FEE						
C. PROFIT						
D. TOTAL PRICE						
7. PROVIDE THE FOLLOWING						
NAME OF COGNIZANT CONTRACT ADMINISTRATIVE AGENCY				NAME OF COGNIZANT GOVERNMENT AUDIT AGENCY		
STREET ADDRESS				STREET ADDRESS		
CITY	STATE	ZIP CODE		CITY	STATE	ZIP CODE
TELEPHONE	AREA CODE	NUMBER		TELEPHONE	AREA CODE	NUMBER
FACSIMILE	AREA CODE	NUMBER		FACSIMILE	AREA CODE	NUMBER
NAME OF CONTACT				NAME OF CONTACT		
PROPERTY SYSTEM Reviewed by cognizant contract administrative agency and determined acceptable Reviewed by cognizant contract administrative agency and determined not acceptable Never reviewed				APPROXIMATE DATE OF LAST AUDIT		
PURCHASING SYSTEM Reviewed by cognizant contract administrative agency and determined acceptable; Reviewed by cognizant contract; administrative agency and determined not acceptable Never reviewed				PURPOSE OF AUDIT (e.g. proposal review, establishment of billing rates, finalize indirect rates, etc.)		
				ACCOUNTING SYSTEM Audited and determined acceptable; Audited and determined not acceptable; Never audited		
				OFFEROR'S FISCAL YEAR		
8a. NAME OF OFFEROR (<i>Typed</i>)				9. NAME OF FIRM		
8b. TITLE OF OFFEROR (<i>Typed</i>)						
10. SIGNATURE				11. DATE OF SUBMISSION		

Schedule 2 - SUMMARY OF PROPOSED COSTS AND FEE/FIRM FIXED PRICE

Prime or subcontractor name: _____

Direct Labor - Program Manager		\$	_____
Fringe Benefits	Rate	\$	_____
Contractor-Site Overhead	Rate	\$	_____
All other Direct Labor		\$	_____
Fringe Benefits	Rate	\$	_____
Job-Site Overhead	Rate	\$	_____
Subcontracts:		\$	_____
Subcontract Burden:	Rate	\$	_____
Other Direct Costs:			
RFP-Travel		\$	_____
RFP-Other ODCs		\$	_____
Offeror-Estimated ODC		\$	_____
ODC Burden	Rate	\$	_____
Subtotal		\$	_____
G & A	Rate	\$	_____
Cost of Money		\$	_____
Total Costs and COM		\$	_____
Fixed Fee	Rate	\$	_____
Total Cost Plus Fixed Fee		\$	_____
Total Firm Fixed Price		\$	_____
Total Proposed amount(CPFF+FFP)		\$	_____

Schedule 3 - ESTABLISHMENT OF MAXIMUM FACTORS AND CALCULATION OF PROPOSED AMOUNTS FOR FIXED FEE AND PROFIT

Prime name: _____

Fixed Fee				
	Estimated Cost	Range	Assigned Weight	Fee Dollars
Subcontracts; Other Direct Costs; Equipment Usage or Rental Costs; Travel	\$	1-5%	%	\$
Direct Labor - Professional	\$	5-15%	%	\$
Direct Labor - Manual	\$	5-15%	%	\$
All Indirect Costs	\$	6-8%	%	\$
Total	\$			
Cost Risk and Other Factors	\$	0-4%	%	\$
Total Fee				\$

Profit				
	Estimated Cost	Range	Assigned Weight	Profit Dollars
Subcontracts; Other Direct Costs; Equipment; Travel	\$	1-5%	%	\$
Direct Labor - Professional	\$	5-15%	%	\$
Direct Labor - Manual	\$	5-15%	%	\$
All Indirect Costs	\$	6-8%	%	\$
Total	\$			
Cost Risk and Other Factors	\$	0-4%	%	\$
Total Profit				\$

1. Apportion 70% of subcontract costs and other direct costs to the fixed fee table, and 30% to the profit table. Travel and equipment are distributed among the prime and its subcontractors. The amounts remaining in the prime Offeror's proposal should be apportioned 70% to the fixed fee table and 30% to the profit table.
2. Direct labor and indirect costs should be apportioned 70% to the fixed fee table and 30% to the profit table.
3. Enter a factor that reflects cost risk and other factors.

Schedule 4**SUBCONTRACT INFORMATION**

Prime Name: _____

Subcontractor Name	Subcontract Type	Subcontract Value Including Fee/Profit	Total Technical Hours	Total Admin Hours	RFP- Stipulated ODC Allocated to Sub-contractor
		\$			\$
		\$			\$
		\$			\$
		\$			\$
		\$			\$
		\$			\$
		\$			\$
		\$			\$
		\$			\$
		Total \$			

Schedule 5

SUMMARY OF PROPOSED LABOR COST

Prime or subcontractor name: _____

CATEGORY	HOURS	UNBURDENED RATE	LABOR COST
PROFESSIONAL			
Program Manager*	900	\$	\$
Senior Project Engineer / Registered Professional Engineer	3,600		
Subject Matter Expert	1,000	\$	\$
Staff Engineer (Fire Protection)	2,800	\$	\$
		\$	\$
OTHER DIRECT LABOR			
Administrative	700	\$	\$
Total Other Direct Labor		\$	\$

Schedule 7

ALLOCATION OF LABOR HOURS

Prime Name: _____

Labor Category	Prime Offeror	Subcontractors			Total
		A	B	C	
Program Manager					900
Senior Project Engineer / Registered Professional Engineer					3,600
Subject Matter Expert					1,000
Staff Engineer (Fire Protection)					2,800
Total Professional Hours					8,300
Administrative					700
Total Hours					9,000

Schedule 8**INDIRECT RATES AND FACTORS**

Prime or subcontractor Name: _____

Cost Element	Proposed Rate/Factor	Allocation Base
Labor Escalation		Not applicable
Fringe Benefits		
Home Office Overhead		
Job-Site Overhead		
Subcontract Burden		
ODC Burden		
Other (specify)		
G & A		
Cost of Money		

Contractor Fiscal Year Ends:

L.7.5 SECTION III - BUSINESS PROPOSAL

Contract Cost Control Plan

Describe the system and method used to track and control costs at the task order level, including cost incurred by subcontractors. Explain how potential cost overruns would be identified. Discuss accountability within your organization for tracking and controlling costs.

Subcontract Consent

All Offerors must comply with the consent requirements of FAR 52.244-2, Subcontracts. The Government will review proposals to ensure that the Offeror has addressed the applicable parts of FAR 44.202-2, Considerations. Since the Government intends to award without discussions, the initial submission must be fully documented. Any failure by an Offeror to fully document that it has met all FAR requirements for the analysis and review of a proposed subcontract such that the CO cannot give consent to a subcontract at the time of award will adversely affect that Offeror's chances for award of a contract under this solicitation.

Offerors are reminded that the successful Offeror, not the Government, will have a contract with any proposed subcontractor(s). The Offeror has the duty to document the reasonableness of the cost/price and to justify the placement of the subcontract even when information from a subcontractor is proprietary and must be submitted directly to the Government. It is the prime's duty to ensure that submissions to be made directly to the Government by a proposed subcontractor are, in fact, made. It is also primarily the Offeror's duty and not the Government's to ensure that the proposed fee under each subcontract does not exceed statutory limits and is reasonable. Other issues, such as unapproved accounting systems and indirect rates that are significantly lower or higher than rates approved for past years, must be resolved by the Offeror prior to the submission date for proposals. If ceilings on the indirect rates of a subcontractor are required, the Offeror must deal with this issue prior to the proposal submission date.

Offerors will have to use their best judgment in allocating labor hours between the prime and its various subcontractors for evaluation purposes. The percentage of involvement of each firm should be based on the Offeror's judgment as to how much each firm will be needed in order to cover the requirements of the SOW and in order to meet the Subcontracting Plan goals, if applicable. This allocation of hours will be evaluated under both the technical and cost proposals.

Since it is uncertain how much business each prime Contractor will receive under this contract, the amount of business that will be received under each subcontract for professional labor is even more uncertain. One proposed subcontractor may receive little or no work, and another may receive business far in excess of the hours evaluated under this solicitation. Therefore, most subcontracts for professional labor should be placed on an indefinite delivery/indefinite quantity basis.

The information required to be submitted by the Offeror in support of its review and evaluation of the subcontractor cost proposed for evaluation purposes under this solicitation can meet many of the requirements for subcontract consent. The Offeror can justify the placement of a subcontract with a significantly higher maximum value under an IDIQ contract than the subcontract-evaluated cost under this solicitation. However, the maximum values for each subcontract must be somewhat consistent with the number of hours allocated by the prime to that firm for evaluation purposes under this solicitation. For example, the Offeror should reflect a significantly higher maximum value in its request for consent for a subcontractor allocated 1,000 hours for evaluation purposes than one listed for 100 hours. There is no overall ceiling on the maximum value of all subcontracts under a prime contract other than what is reasonable to cover the varied requirements under this contract.

The Government anticipates that subcontracts will be predominantly cost-plus-fixed-fee except for consultants, which will be either time-and-material or labor hour. The subcontract's contract type need not be consistent with the prime's contract type for each task order. For example, it is reasonable to expect that cost-plus-fixed-fee subcontracts will be issued under cost-plus-fixed-fee task orders. In addition, when justified, labor-hour or time-and-material subcontracts are allowed. Offerors are reminded that fees earned by subcontractors are reflected as part of subcontractor cost in the Offeror's cost proposal.

Information required for subcontract consent must be submitted as part of the cost/business proposal. However, the Offeror may refer to information in its cost proposal, if necessary, and need not repeat any review or analysis.

Subcontracting Plan

In accordance with FAR 52.219-9, Offerors that are not small business concerns shall submit a Small Business Subcontracting Plan. The plan must be submitted in accordance with FAR Part 19 and must comply with FAR 19.704. The Offeror shall show the subcontractor's business size, and the percentage and type of workload estimated to be subcontracted out. All cost and technical information must be included in the appropriate sections of the Offeror's proposal in addition to the submission of the subcontracting plan. The Government has established the following goals for this procurement:

<u>Subcontract Awards</u>	<u>Percent of Dollars Awarded</u>
Awards to Small Business	20%
Awards to Small Disadvantaged Business	10%
Awards to Women-Owned Small Business	5%
Awards to HUBZone Business	2%
Awards to Veteran-Owned Small Business	3%

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 GENERAL

M.1.1 Basis for Award. It is the Government's intent to make award based upon initial offers without entering into discussions or negotiations. Award will be made to the one responsive and responsible Offeror whose offer provides the greatest overall value to the Government, based on the technical proposal, the cost/business proposal, and other factors. While it is the Government's intent to make award based upon initial offers, the Government may, nevertheless, determine during the evaluation period that it is necessary to conduct discussions. In that case, the Contracting Officer will proceed to establish a competitive range and conduct negotiations with the firms in that range.

M.1.2 Order of Importance. The evaluation factors other than cost, i.e., Technical Capabilities and Technical Understanding when combined, are significantly more important than cost in the selection of the Contractor for award. Notwithstanding this fact, Offerors are cautioned not to minimize the importance of the cost proposal. The cost evaluation will become more significant when the Technical Capabilities and Technical Understanding of Offerors are closer; when these factors other than cost are essentially equal, cost may become the determining factor in making awards.

M.2 TECHNICAL PROPOSAL EVALUATION

General. The technical proposal will consist of a written submission covering Technical Capabilities and an oral presentation in which the Offeror will provide additional information to assist the Government in evaluating its Technical Understanding, as described in detail in Section L.

Criteria for Evaluation. The criteria for evaluation are described below. The two criteria, Technical Capabilities and Technical Understanding, are of equal importance.

M.2.1 Technical Capabilities

The purpose of this section is to evaluate the technical capabilities of the Offeror. The technical capabilities will be evaluated using two subcriteria: staffing and past performance, which are of equal importance.

1. Staffing

The purpose of this criterion is to assess (1) the qualifications of the Program Manager, (2) the qualifications of the proposed Key Personnel, and (3) the depth and breadth of technical staff available in terms of experience, qualifications, and education relevant to the SOW.

2. Past Performance.

The purpose of this criterion is to assess the ability of the Offeror to perform successfully based upon an evaluation of its relevant past performance history on tasks of the type and complexity described in the SOW. The Offeror's relevant past performance history will be evaluated for the following: (1) relevance to the work described in the SOW, with particular emphasis to sophisticated communications facilities and air traffic control towers; (2) quality of relevant product/service; (3) timeliness of

performance; (4) ability to successfully conduct multiple tasks at multiple sites simultaneously; (5) cost control; and (6) business relations, including (for large business concerns) compliance with Subcontracting Plan goals for small business, small disadvantaged, women-owned, HUBZone, and veteran-owned small business concerns.

If an Offeror has affirmatively stated that it has no relevant past performance history, and there is no evidence to the contrary, the Offeror will not be rated favorably or unfavorably on past performance.

M.2.2 Technical Understanding

The purpose of this section is to provide the Government with additional information to assess and compare the Offerors' technical understanding of the requirements outlined in the SOW. The Offerors' technical understanding will be evaluated using four criteria: 1) technical and management approach; 2) quality control and health and safety approach; 3) resources; and 4) responses to the hypothetical tasks.

Relative Importance of Criteria: Of the four criteria comprising Technical Understanding, Criterion 1, Technical and Management Approach, and Criterion 4, Responses to the Hypothetical Tasks, which are of equal importance, are each significantly more important than the total of Criterion 2, Quality Control and Health and Safety Approach, and Criterion 3, Resources, which are also of equal importance. Criteria 2 and 3, when combined, are not as important as either Criterion 1 or Criterion 4. Within Criterion 4, the Response to Hypothetical Task 1 is significantly more important than the Response to Hypothetical Task 2.

1. Technical and Management Approach

Evaluation of this criterion will be based on an oral presentation by the Program Manager and Key Personnel identified under Staffing above. The purpose of this subcriterion is to assess the Offeror's technical understanding of the requirements of the SOW by responding to two (2) hypothetical tasks, in particular the Offeror's approach to and experience in managing technically complex work at multiple sites, innovative approaches to training, approaches to standardization, and understanding of task order contracting and teaming at the task level.

2. Quality Control and Health and Safety Approach

Evaluation of this criterion will also be based on an oral presentation by the Program Manager and Key Personnel identified under the Staffing subcriterion. The purpose of this factor is to assess (1) the Offeror's approach to ensuring the quality of work that is to be performed, including adherence to task order specifications and training requirements, standardization approaches, and quality control of deliverables, and (2) the Offeror's approach to and experience in managing the Health and Safety issues with continuously operating critical communications facilities, and requirements associated with site assessments and field construction activities.

3. Resources

The purpose of this criterion is to assess the resources available for supporting the execution of the SOW such as office locations, equipment, and technical support capabilities. Evaluation of this criterion will be based on the written information contained under the subcriterion Staffing (included in Volume I, Technical Proposal, Section I, Technical Capabilities [Written]), together with the oral presentation.

4. Responses to the Hypothetical Tasks

Evaluation of this criterion will be based on an oral presentation by the Program Manager and Key Personnel identified under Staffing above. The purpose of this subcriterion is to assess the Offeror's technical understanding of the requirements of by responding to two hypothetical tasks, in particular the Offeror's approach to, and experience in managing technically complex work at multiple sites, innovative approaches to training, approaches to standardization, and understanding of task order contracting and teaming at the task level.

M.3 COST/BUSINESS PROPOSAL EVALUATION

The Offeror's proposal will be evaluated for compliance with the RFP instructions. Proposed costs will be evaluated to determine that they demonstrate cost realism. Fees and profit proposed will be evaluated for consistency with Federal regulations and may also be evaluated using weighted guidelines analysis techniques as described in the Transportation Acquisition Manual. A proposal that includes fee in excess of the statutory limits will be eliminated from consideration. The following forms the basis of the cost/business proposal evaluation and will be considered in the selection. These criteria are not necessarily in order of importance, nor will they be numerically scored.

1. Compliance with RFP instructions, including the completeness of the proposal packages and the extent to which the cost estimates and factors are clearly substantiated by the Offeror.
2. Realism of proposed costs. (NOTE: Proposed costs will be adjusted by the CO to reflect probable cost to the Government, and that "probable cost" will be used for purposes of evaluation to determine the best value to the Government in accordance with FAR 15.404-1(d).)
3. Reasonableness of the proposed fees and profit.
4. Acceptability of Cost Control Plan.
5. The acceptability of the Small Business Subcontracting Plan (Section I, FAR 52.219-9) (applies to large business concerns only).

Attachment J.1 Personnel Requirements

For guidance purposes only, experience and education, which correspond to years of experience and degrees, is provided. However, these guides shall not be considered minimum requirements for the following positions.

PROGRAM MANAGER. The Program Manager shall be responsible for the overall management of the contract including cost, schedule and technical quality. The Program Manager shall be competent, experienced and knowledgeable in the field of fire protection engineering, including regulatory analysis, investigations, studies, designs, training and construction oversight support within the specific activities identified in this contract. The Contractor shall designate a Program Manager to act as a single point of contact for coordination of program issues with the Volpe Center. The Contractor shall hold periodic status meetings and manage the implementation of all Remediation Action Contract policy and procedures and take immediate corrective action when performance does not comply with the contract requirements. The Program Manager shall oversee the management and coordination between Contractor staff, subcontractors, and the Volpe Center; development and implementation of record keeping; administrative and quality control; and projects. The Program Manager should have, as a minimum, the following qualifications:

M.S. degree from an accredited school in fire protection engineering, or a related field, or M.B.A;

B.S. degree from an accredited school in fire protection engineering, or a related field;

A minimum of eight (8) years Program Management experience, with a minimum of five (5) years experience on fire safety programs (or related field), designs, and construction oversight;

Cost Contracting Experience;

Working knowledge of applicable federal, state, and local laws, regulations, and guidance in fire safety.

SENIOR PROJECT ENGINEERS. For each fire safety task order issued to the Contractor, the Contractor shall designate a senior Project Engineer (PE). The PE, with the approval of the Volpe Center, may act at more than one site if the execution is sufficiently limited. The Contractor shall identify the PE before issuance of the task order and the PE qualifications, experience and performance history shall be satisfactory to the Contracting Officer and COTR. The PE shall be the single point of contact for the task order, and shall be responsible for the management and execution of the task order in accordance with the approved statement of work, approved work plans, and all federal, state, and local laws and regulations. For field work the PE shall ensure coordination between the Resident Engineers, and Health and Safety personnel to ensure that all site activities are performed in a safe manner. The PE shall also be responsible for implementing the Contractor Quality Control (CQC) system and shall ensure that all work is performed in accordance with the quality specified in the task order, Work Plan, and CQC Plans. The Contractor shall also maintain close communication and coordination with the Volpe Center for the duration of the project, including weekly and/or monthly progress and detailed cost reporting. The Senior PEs

should have, as a minimum, the following qualifications:

B.S. or M.S. degree from an accredited school in fire protection engineering, Registered Professional Engineers (fire protection).

Registered Professional Engineers (Fire Protection).

A minimum of eight (8) years Project Engineering experience, with a minimum of five (5) years experience on fire safety, studies, designs, and field work;

Cost contracting experience;

Working knowledge of applicable federal, state, and local laws, regulations, and guidance related to fire safety.

STAFF ENGINEERS (FIRE PROTECTION). The Contractor shall utilize the services of engineers with knowledge and experience in the fire protection engineering disciplines including regulatory and code standards, design engineering, and construction experience. Engineers should have, as a minimum, the following qualifications:

An engineering degree from an accredited school in Fire Protection Engineering, or a related field (i.e. - mechanical engineering)

Demonstrated education and experience in application of fire science principles, engineering design, and field support work.

Five (5) years total fire protection engineering experience, of which at least three (3) years is related to field investigations, designs, and construction activities.

SUBJECT MATTER EXPERTS (SME). The SOW requires the Contractor to demonstrate capability to provide subject matter experts in the areas of fire and smoke behavior, state of the art detection systems, and fire investigation. The Contractors or subcontractors shall demonstrate the capabilities to provide SME, as identified. The SME's shall have demonstrated experience of at least ten (10) years specific to the subject area and shall be nationally recognized through participation on Committee work, regulatory development, product design, accident investigation or expert testimony.

The Subject Matter Experts should have, as a minimum, the following qualifications:

B.S. or M.S. degree from an accredited school in the field of fire protection engineering;

At least 10 years of demonstrated research, development, testing or field investigation experience in the subject matter areas of fire and smoke behavior, state of the art detection systems, and fire investigation.

ATTACHMENT J.2 PAST PERFORMANCE EVALUATION FORM

VOLPE NATIONAL TRANSPORTATION SYSTEMS CENTER PAST PERFORMANCE EVALUATION		
CONTRACTOR PERFORMANCE REPORT		
<input type="checkbox"/> Final <input type="checkbox"/> Interim – Period Report		From: _____ To: _____
1. Contractor Name and Address: (Identify Division)	2. Contract /Task Number: <u>DTRS57</u> 3. Contract Value: \$ _____ (Base Plus Options) 4. Contract Award Date: _____ 5. Contract Completion Date: _____	
6. Type of Contract: (Check all that apply) - <input type="checkbox"/> FP <input type="checkbox"/> FPI <input type="checkbox"/> FP-EPA <input type="checkbox"/> CPFF Completion <input type="checkbox"/> CPFF - Term <input type="checkbox"/> CPIF <input type="checkbox"/> CPAF <input type="checkbox"/> ID/IQ <input type="checkbox"/> BOA <input type="checkbox"/> Requirements <input type="checkbox"/> Labor-Hour <input type="checkbox"/> T&M <input type="checkbox"/> SBSA <input type="checkbox"/> 8(a) <input type="checkbox"/> SBIR <input type="checkbox"/> Sealed Bid <input type="checkbox"/> Negotiated <input type="checkbox"/> Competitive <input type="checkbox"/> Non-Competitive		
7. Description of Requirement:		
8. Initial Ratings: (See Block 15 for Final Rating) Summarize contractor performance and circle in the column on the right of the number which corresponds to the performance rating for each rating category. Attach additional comments as necessary.		
a. Quality of Product/Service	Comments:	0 1 2 3 4
b. Cost Control	Comments:	0 1 2 3 4
c. Timeliness	Comments:	0 1 2 3 4
d. Business Relations	Comments:	0 1 2 3 4
e. Overall Satisfaction Rating	Comments:	0 1 2 3 4
SOURCE SELECTION INFORMATION – SEE FAR 3.104		

VNTSC F 4200.7

(5/96)

OPI:85

CONTRACTOR PERFORMANCE REPORT INSTRUCTIONS

The Acquisition Division is responsible for the coordination and collection of Contractor Performance Reports. The Contracting Officer (CO) or Administrative Contracting Officer (ACO) will determine whether the report will be completed on a Contractor task basis, and will coordinate completion of the attached report form with either the Contracting Officer's Technical Representative (COTR) or Technical Monitor delegated day-to-day responsibility for administration of the identified Contractor or task order. This individual should consult with the CO/ACO where necessary to arrive at a consensus on the ratings to be awarded.

Section 42.1503 of the FAR requires that copies of these forms will be provided to the Contractor, which must have an opportunity to respond and add comments to agency evaluations as described below. The Acquisition Division will perform this coordination function. Furthermore, the FAR requires that past performance evaluations be marked and treated as Source Selection Information and release of this information is prohibited except to Government personnel and the Contractor whose performance is being evaluated. For these reasons, all outside inquiries concerning Contractor past performance should be directed to the ACO, who will have access to the completed forms. Also, completed forms should be returned to the attention of the ACO/CO in a sealed envelope marked "Source Selection Sensitive"

COMPLETING THE FORM

Blocks 1 through 11 will be completed by the COTR or Technical Monitor, as applicable. Contact the ACO/CO if you require assistance or data in order to complete any of these blocks, especially blocks 1 through 6.

The Acquisition Division will be responsible for forwarding the completed form to the Contractor for review and execution of blocks 12 and 13. The Acquisition Division will ensure blocks 14 through 16 are completed prior to filing in a secured location.

To Be Completed by COTR/Technical Monitor:

Top of Form:	Indicate whether the report is a final or interim (annual) report, and give dates for the period of time being covered. Prior to the ending date of the contract, all reports should be marked "Interim".
Block 1:	Identify the name and address of the prime contractor.
Block 2:	Identify contract number of the contract being evaluated. If evaluation is being conducted for a specific task, include the task number.
Block 3:	Contract value or task value, as applicable. Include all options whether or not exercised to date.

Block 4:	Identify date that contract was awarded or task issued.
Block 5:	Identify completion date for contract or task as applicable.
Block 6:	All items that apply to the contractor task should be checked.
Block 7:	Provide a clear and concise description of the work being done under the contract or task and the current level of funding. Attach additional sheet(s), if needed, to ensure the description is adequate for future source selection officials to determine relevance.

VNTSC F 4200.7

(5/96)

OPI:85

SOURCE SELECTION INFORMATION - SEE FAR 3.104

9. Key Personnel: (Fill in as appropriate)				
Name/Title: Performance:			Period of	
Comments: _____			_____	
Name/Title: Performance:				
Comments: _____			_____	
Name/Title: Performance:				
Comments: _____			_____	
Name/Title: Performance:				
Comments: _____			_____	
10. Would you recommend this firm for award? Please explain.				
11. COTR/Program Manager/Tech Monitor Name (Printed): _____ Signature _____				
Phone/FAX/Internet Address: _____			Date: _____	
12. Contractor's Review: Were comments, rebuttals, or additional information provided: <input type="checkbox"/> No <input type="checkbox"/> Yes Please attach comments: Number of pages: _____				
13. Reviewer's Name (Printed): _____			Signature _____	
Phone/FAX/Internet Address: _____			Date: _____	
14. Agency Review: Were contractor comments reviewed at a level above the Contracting Officer? <input type="checkbox"/> No <input type="checkbox"/> Yes Please attach comments. Number of pages: _____				
15. Final Ratings. Re-assess the Block 8 ratings based on contractor comments and agency review. Revise block 8 ratings, if appropriate.				
Quality _____	Cost Control _____	Timeliness _____	Business Relations _____	Customer Satisfaction _____
16. Contracting Officer's Name (Printed): _____			Signature _____	
Phone/FAX/Internet Address: _____			Date: _____	

SOURCE SELECTION INFORMATION - SEE FAR 3.104

Block 8 RATING DEFINITIONS

0 - Unsatisfactory - Performance failed to satisfy the minimum contract or task requirements, technical or otherwise. Areas of deficiency could include, but are not limited to: failure to meet schedules; failure to adequately estimate or control costs; inadequate staffing; lack of cooperation and responsiveness.

1 - Minimally Acceptable - Performance generally met minimum contract or task requirements, but significant issues arose which required expenditure of time or resources by the Government to ensure the requirements were met. Areas of re-work could include: late or incomplete deliverables; poor quality of work; lack of communication; cost control problems; contract administration problems.

2 - Satisfactory - Met all technical and administrative contract or task requirements. Minor issues arose which were resolved with minimal expenditure of time or resources.

3 - Good - Met all contract or task requirements and exceeded minimal requirements in some areas. No problems with quality, timeliness, or cost issues. Management was responsive.

4 - Exceptional - Performance significantly exceeded minimal technical requirements and met all other contract requirements. Areas in which performance was exceptional could include: early deliveries; creative approach; innovative technology; effective and proactive management and administration; commitment to customer satisfaction.

Block 8 - COMMENT ELEMENTS BY CATEGORY

(a) Quality of product/service

- (1) Compliance with contract or task requirements;
- (2) Accuracy of reports;
- (3) Appropriateness of contractor personnel assigned to the contract or task; and
- (4) Technical excellence of delivered supplies or services.

(b) Cost Control

- (1) Current, accurate, and complete billings;
- (2) The relationship of negotiated cost to actuals;
- (3) Cost containment initiatives; and
- (4) The number and cause of change orders issued.

(c) Timeliness of Performance

- (1) Whether the contractor met interim milestones;
- (2) Contractor's responsiveness to technical direction;
- (3) Contractor's responsiveness to contract change orders and administrative requirements;
- (4) Whether the contract/task was completed on time, including wrap-up and contract administration.

(d) Business Relations

- (1) Whether the contractor effectively managed the contract/task effort;
- (2) How responsive the contractor was to contract requirements;
- (3) How promptly the contractor notified the Government of problems;
- (4) Whether the contractor was reasonable and cooperative;
- (5) How flexible the contractor was;
- (6) Whether the contractor was proactive;
- (7) The effectiveness of contractor-recommended solutions; and
- (8) Whether the contractor effectively implemented socioeconomic programs, including compliance with subcontracting plan goals (for large business concerns).

Block 8: Circle the rating in the far right column that best describes the contractor's overall performance for each category. Comments and/or examples in sufficient detail to support the ratings must be provided. Attach additional comment sheets if needed. Definitions for each rating and a description of elements to consider when commenting on each category can be found at the end of these instructions.

Block 9: Identify the individual(s) primarily responsible for performance of the contract/task, not necessarily the persons identified as "Key Personnel" in the contractual document. Indicate how long each individual worked on the contract/task. If there were many individuals involved or many changes in these managers, a second page may be necessary. On the comments line, describe the key person's performance, attaching additional sheets when necessary.

Block 10: Explain why, given a choice, you would or would not recommend the contractor for an award to perform a similar contract or task.

Block 11: The COTR or Technical Monitor delegated responsibility for the day to day administration of the contract or task should sign this block, after consulting with the CO/ACO, where appropriate.

To be Completed by Contractor

Block 12: Block 12 must be completed to indicate that the contractor has been given the opportunity to review the evaluation.

The contractor will be provided with a copy of the completed evaluation form (including initial ratings) and attachments. The contractor has the right to submit to the CO comments, rebutting statements, or additional information which specifically addresses elements of the review. This response must be structured to clearly identify the specific category being addressed. This response must be delivered to the CO no later than 30 days after the mailing date on the evaluation form. In the event no response is received, the contractor will be deemed to have accepted the evaluation form as written.

Block 13: The contractor should sign this block to indicate that it has had an opportunity to review and comment on the ratings.

To be completed by the CO/ACO

Block 14: If the contractor accepts the ratings, they will be entered as Final Ratings in Block 15, no Agency Review is required, and the Contracting Officer's signature in Block 16 completes the process.

If the contractor objects to the initial ratings, a review will be undertaken by the CO, in consultation with the technical staff. If the CO does not concur in a modification, the matter will be reviewed at a level above the CO within the Acquisition Division, and a Final Rating determined by the Reviewing Official's Report, which will be attached to the Performance Report.

Block 15: If the initial ratings have been modified by either the CO or after Agency Review, insert the revised Final Ratings. If there has been no change to the initial ratings, insert the initial ratings.

Block 16: If agreement is reached on the ratings without an Agency Review, the CO will sign. If an Agency Review is carried out, the block must be signed by the Reviewing Official.